McHenry County
County Board - Regular Meeting
AGENDA

April 21, 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
   Pastor Jon Gainer, Grace Fellowship Church - Woodstock
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6. APPROVAL OF MINUTES OF PREVIOUS MEETINGS
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Presented by: Donna Kurtz, County Treasurer

19. ADMINISTRATOR'S REPORT

20. EXECUTIVE SESSION (IF NECESSARY)

21. ADJOURNMENT

McHenry County

County Board - Committee of the Whole

MINUTES

March 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), Carl Kamienski (D6), Jim Kearns (D9), Deena Krieger (D5), Matt Kunkle (D1), Brian Sager (D7), Mike Shorten (D4), Michael Skala (D9), Larry Smith (D8), Patrick Sullivan (D1), Paul Thomas (D7), Gloria Van Hof (D2), Tracie Von Bergen (D8)

Members Absent: Terri Greeno (D5), Eric Hendricks (D3), Chairman Mike Buehler

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; Kerri Wisz, Chief Financial Officer; Adam Letendre, Assistant County Administrator; Laura Scarry, Assistant State's Attorney; Suzanne Ziebart, Director of Human Resources; Sandra Salgado, Sheriff's Business Manager; Joe Korpalski, County Engineer; Scott Hennings, Assistant Director of Transportation; Darrell Kuntz, Assistant County Engineer; Ed Markinson; Maintenance Superintendent; Beth Skowronski, Maintenance Assistant Superintendent; Tom Annarella, Valley Hi Administrator; Adam Wallen, Director of Planning and Development; Sarah Ponitz, Community Development Administrator; Alejandro Benitez, Chief County Assessment Officer; Melissa Adamson, Health Administrator; Patricia Nomm, Director of Environmental Health; Alex Wall, County Admin Intern; Joe Clark, BOH; Kyle Marcussen, BOH.

Mover: Althoff
Seconder: Sager

To allow the remote attendance of Mr. Colins

Aye (14): Althoff, Campbell, Gottemoller, Kamienski, Kearns, Krieger, Kunkle, Sager, Shorten, Smith, Sullivan, Thomas, Van Hof, and Von Bergen

Abstain (1): Collins

Absent (3): Greeno, Hendricks, and Skala

Approved (14 to 0)

2. PLEDGE OF ALLEGIANCE

Brian Sager led the County Board in the Pledge of Allegiance.

3. INTRODUCTORY ROLL CALL

Kathie Bough, Administrative Manager, called the Roll.

4. CHAIRPERSON'S COMMENT

Full comments can be heard on the McHenry County website audio starting at 00:05:01

Vice-Chair Gottemoller provided several comments to the Board. He first reminded members that the upcoming County Board meeting would be held on Wednesday, rather than the usual Tuesday, due to Election Day.

He then referenced a recent ruling issued by the Third District Appellate Court concerning a solar farm case in Grundy County. He noted that, although McHenry County is in a different appellate district, the ruling is currently binding unless contradicted by the Second District. He explained that the court determined the LaSalle factors are not applicable in evaluating solar farm petitions and that local governments are limited to considering only the standards outlined in the state statute. He stated that, under the current interpretation, considerations are limited to specific requirements such as maximum panel height of 20 feet, a 50-foot setback from roads, and a 150-foot setback from non-participating residences on agricultural or industrially zoned land. He further noted that broader concerns raised in the Grundy County case, including potential impacts to nearby airports and future development, as well as objections from local municipalities, were not considered under the court's ruling. He indicated that the State's Attorney's Office would likely provide further guidance on the implications of this decision.

Vice-Chair Gottemoller also referenced recent comments made during the Governor's State of the State address regarding potential changes to single-family zoning. He stated that a proposal under consideration could allow additional residential units on properties currently zoned for single-family use, based on a minimum lot size threshold. He noted that, if implemented, such changes could significantly increase residential density in areas currently zoned for single-family homes, though he acknowledged that practical limitations such as septic and well capacity would need to be addressed. He concluded by stating that these potential changes, along with recent state actions related to solar development, represent significant policy shifts, and he expressed concern about their potential impact.

5. MEMBERS' COMMENT

Full comments can be heard on the McHenry County website audio starting 00:08:45

Ms. Althoff provided several updates to the Board. She reported that the McHenry County Department of Public Health had previously received a $350,000 Strengthening Illinois Public Health Administrative Grant in 2023, but the County was notified in February that the funding had been withdrawn. She explained that the grant had been issued as a lump sum with reimbursement requests submitted afterward. She further noted that a lawsuit had been filed and that a temporary restraining order had been put in place, allowing the grant to continue through March 12. She stated that additional information would be provided as it becomes available and emphasized the importance of understanding how the loss of funding could impact the County's budget.

Ms. Althoff also informed the Board that the Monarch battery storage project, which involves areas within Prairie Grove and unincorporated McHenry County, had hosted a webinar the previous evening. She noted that information from the webinar, including frequently asked questions, would be made available on the Monarch website. She stated that while the developer's preference is to annex the entire project into the Village of Prairie Grove, a significant portion of the project currently remains within McHenry County boundaries.

Lastly, Ms. Althoff shared that the National Alliance on Mental Illness (NAMI) had awarded its Vision of Hope honors, recognizing both a McHenry County court clinician, Sarah Roush, and the McHenry County Veterans Assistance Commission. She extended congratulations for their recognition.

Dr. Sager provided a clarification regarding earlier comments about the appellate court ruling on solar developments. He asked whether the ruling would still allow the County to rely on existing zoning designations that are not agricultural or industrial to help manage solar farm development. It was clarified that if a property is not zoned agricultural or industrial, the LaSalle factors may still be considered; however, if the property is zoned agricultural or industrial, those factors can no longer be applied under the current interpretation of state law.

6. PUBLIC COMMENT

Full comments can be heard on the McHenry County website audio starting 00:11:52

Renee Weigert, of Johnsburg IL, regarding Solar Farm

7. REPORTS AND PRESENTATIONS

7.a Division of Transportation Township Bridge Program Discussion

Full comments can be heard on the McHenry County website audio starting at 00:15:09

The Board received a presentation from the Division of Transportation regarding the Township Bridge Program and the increasing challenges associated with funding, maintaining, and replacing aging bridge infrastructure. Staff noted that township road commissioners were present to provide input and that the discussion focused on safety, infrastructure needs, and the future of the program.

Mr. Korpalski, County Engineer and Director of Transportation, provided an overview of the program's history. He explained that for approximately 60 years, McHenry County has funded all phases of township bridge projects using county and federal funds. He noted that rising construction costs, environmental requirements, and larger project scopes have made this approach increasingly difficult to sustain, and many bridges are now nearing critical replacement needs.

Staff explained that while responsibility for roads and bridges is typically divided among state, county, municipal, and township governments, McHenry County has historically managed and funded township bridge projects. This long-standing practice is unique in Illinois and contributes to current financial pressures.

Assistant County Engineer Darrell Kuntz discussed rising costs, noting that while inflation has increased significantly, bridge construction and engineering costs have risen even more sharply. He explained that many bridges that once cost under $200,000 now cost several million dollars. He also reviewed bridge conditions, noting that of 81 structures, about half are in good condition, while others require repair or replacement, with additional projects expected in the near future.

Staff noted that the County's five-year transportation program is fiscally constrained, meaning no additional funds are available for new township bridge projects. No new township bridges have been added in over three years, and without changes, there may be a period around 2029 or 2030 with no township bridge construction. They stated that maintaining the system would require replacing two to three bridges annually.

Funding was described as a combination of federal, state, and local sources. Staff explained that federal bridge funding has become limited and may not be available for new projects until at least 2028. While state funding has increased, it remains limited. Local funding has also declined, as the County's bridge and matching fund levies were reduced in the 2026 budget.

Mr. Condon, representing township highway commissioners, stated that all 17 townships have agreed to work together and formed a five-member committee to prioritize bridge projects and coordinate planning. He noted that townships will rely on County staff for technical support and funding assistance, particularly because many rural townships lack the financial capacity to complete large projects independently.

Public safety concerns were emphasized, with Fire Chief Linneman explaining that bridge restrictions can delay emergency response times. A local resident also highlighted the impact on agricultural operations, noting that limited access affects both safety and business activity.

Board members discussed funding limitations, the long-term impact of budget decisions, and the need to prioritize infrastructure. Staff confirmed they will continue assisting townships with project planning and grant applications. It was also noted that the State of Illinois is expected to take over bridge inspections beginning in 2028 due to federal requirements.

Members emphasized the importance of collaboration and expressed interest in restoring or increasing funding to address bridge needs and prevent further deterioration of the system.

7.b FY25 Budget Review & FY26 1st Quarter Report

Full comments can be heard on the McHenry County website audio starting at 01:27:04

Ms. Wisz presented a quarterly financial update to the Board, expanding on reports previously provided to the Finance and Audit Committee to improve transparency as the County closed Fiscal Year 2025 and began new budget discussions. She noted that Fiscal Year 2025 figures remain unaudited, though no significant changes are expected.

She explained that the report compares prior year actuals, the current budget, and future projections. Fiscal Year 2025 ended with a higher-than-expected use of fund balance, primarily due to personnel overages and increased operating transfers, including $12–$13 million for health insurance and additional transfers to the Capital Fund. The County used approximately $4.7 million in fund balance, reducing reserves to about 5.87 months based on the Fiscal Year 2026 budget, slightly ahead of earlier projections.

Ms. Wisz reviewed Fiscal Year 2026 first-quarter results, noting that spending is evaluated against a 25 percent benchmark. She stated that General Fund expenditures, particularly personnel, are generally tracking as expected, though encumbrances may temporarily increase percentages. She indicated that, based on current trends and prior year experience, personnel costs may exceed the budget by year-end due to reduced vacancy savings and staffing changes not fully reflected in the budget.

She also explained that the revised budget reflects Board-approved changes, including approximately $100,000 in new grant-related funding, and clarified that purchase order rollovers for multi-year projects do not increase the overall budget.

During discussion, Board members requested clearer explanations of staffing changes, vacancies, and overtime costs. Administration confirmed that some positions have been eliminated or restructured, though none were formally frozen. Ms. Wisz noted that overtime is currently included within personnel costs and that efforts are underway to better track it separately.

She concluded by noting that Fiscal Year 2025 revenues aligned with budget expectations and invited feedback to refine future reports.

8. NEW BUSINESS

8.a Review of the March 18, 2026 County Board Agenda Items

Full comments can be heard on the McHenry County website audio starting at 01:54:17

Vice-Chairman Gottemoller 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

NEW & UNFINISHED BUSINESS

13.a - 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), removed for discussion by Mr. Smith

FINANCE & AUDIT

16.b.2.1 - Resolution Rescinding Prior Notice Requirements Established by Resolution R94081750155 and Discontinue Equalization-Only Assessment Notices (5), removed for discussion by Ms. Von Bergen

16.b.2.9 - Resolution Establishing Remuneration and Authorizing a Monthly Stipend for McHenry County Board of Health Members (51), removed for discussion by Mr. Kunkle

DISCUSSION

NEW & UNFINISHED BUSINESS

13.a - 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)

Mr. Smith stated that Item 13.a involved the proposed sale of a parcel of land that had been owned by the County for many years and that the County had received an offer from an adjacent property owner. While he agreed that the property should be sold, he expressed concern about the process and questioned whether the opportunity to purchase had been adequately made available to the general public. He noted that proceeding directly with a neighboring property owner could appear non-transparent and suggested that the County consider additional steps to ensure openness, such as publicly advertising the sale or inviting competitive bids. He indicated that he intended to request that the item be referred back to Administrative Services for further review and discussion. Additional comments from members supported this approach, including concerns about relying on an outdated appraisal and interest in obtaining a new appraisal to ensure the County receives fair market value before proceeding.

FINANCE & AUDIT

16.b.2.1 - Resolution Rescinding Prior Notice Requirements Established by Resolution R94081750155 and Discontinue Equalization-Only Assessment Notices (5)

Discussion on Item 16.b.2.1 focused on a proposal to discontinue mailing certain property tax-related notices to taxpayers in non-reassessment years as a cost-saving measure. It was explained that these notices are not required by statute and that eliminating them would reduce expenses related to postage and certified mail. Staff noted that, in reassessment years, required notices would continue to be sent. As an alternative, information would be made available electronically through County and Treasurer platforms, with additional communication through social media, newsletters, and other outreach efforts to inform the public of the change. Members discussed the importance of maintaining transparency and ensuring residents remain informed, with questions raised about whether additional notification methods, such as optional electronic sign-ups or enhanced public messaging, could be implemented without creating additional administrative burden.

16.b.2.9 - Resolution Establishing Remuneration and Authorizing a Monthly Stipend for McHenry County Board of Health Members (51)

Regarding Item 16.b.2.9, Mr. Kunkle expressed appreciation for the individuals serving on the Board of Health and acknowledged their professional expertise and service to the community. However, he raised concerns about establishing stipends for board members using grant funding, noting that while the cost is currently supported by a grant, such funding is temporary and could eventually shift to the levy. He cautioned that even small stipends can grow over time and emphasized the importance of long-term fiscal awareness. In response, it was clarified that the stipend is authorized and limited by state statute, with a capped amount that cannot be exceeded. It was also explained that the stipend would be administered through the Public Health budget rather than directly through the levy and that the estimated annual cost is relatively minimal—approximately $15,000 or less—and dependent on member attendance. Additional

clarification was provided that not all members may choose to accept the stipend and that the Board liaison is not eligible to receive it. Members also noted that the stipend structure was modeled after similar boards, such as the Zoning Board of Appeals, and was intended in part to offset increasing participation costs, including travel and time commitments associated with expanded responsibilities.

9. ADMINISTRATOR'S REPORT

Full comments can be heard on the McHenry County website audio starting at 02:09:12

Mr. Hartman presented his first quarterly report as County Administrator and expressed appreciation to all department heads and elected officials for their contributions. He noted that the report includes significant and noteworthy updates from across County departments and is intended to keep the Board informed of ongoing activities and progress.

He also introduced the County's first Efficiency and Value Report, explaining that it is a companion document to the quarterly report and will continue to be developed over time. He stated that the purpose of the report is to highlight the ongoing efforts of departments and elected offices to improve operations, increase efficiency, reduce costs, and reorganize processes where appropriate. He emphasized that these efforts are continuous and represent the day-to-day work of County staff. He further noted that these initiatives have resulted in thousands, and in some cases millions, of dollars in savings and reallocations over time. He expressed enthusiasm about continuing to build upon this report and keeping the Board informed of these efforts.

Mr. Hartman also reminded the Board that the upcoming meeting would be held on Wednesday, March 18, rather than the usual Tuesday, due to scheduling adjustments. He noted that Ms. Schueller was not present at the meeting because she was representing McHenry County at a CMAP policy meeting, emphasizing the importance of maintaining the County's presence in those discussions.

During discussion, a question was raised regarding the potential impact of declining fund balance reserves on the County's ability to borrow. It was noted that Moody's had recently reaffirmed the County's AAA bond rating but emphasized the importance of maintaining strong fund balances. It was further noted that a decrease in reserves could jeopardize the County's rating, and that the County is currently near the lower end of the acceptable liquidity range for maintaining that rating.

Additional comments were made expressing appreciation to the McHenry County Conservation District representatives in attendance, noting strong support for their work and contributions to the community. Appreciation was also expressed for the quarterly report and the newly introduced Efficiency and Value Report, with members noting that the document would be a useful tool for communicating the County's ongoing efforts to control costs and improve operations.

10. OTHER

None.

11. EXECUTIVE SESSION (IF NECESSARY)

Mover: Sager
Seconder: Shorten

That the Board move to Executive Session at 11:12 A.M.

Aye (13): Althoff, Campbell, Collins, Gottemoller, Kamienski, Kearns, Sager, Shorten, Skala, Smith, Thomas, Van Hof, and Von Bergen

Absent (5): Greeno, Hendricks, Krieger, Kunkle, and Sullivan

Approved (13 to 0)

Mover: Skala
Seconder: Kamienski

That the Board exit Executive Session at 11:47 A.M.

Aye (13): Althoff, Campbell, Collins, Gottemoller, Kamienski, Kearns, Sager, Shorten, Skala, Smith, Thomas, Van Hof, and Von Bergen

Absent (5): Greeno, Hendricks, Krieger, Kunkle, and Sullivan

Approved (13 to 0)

Mover: Skala
Seconder: Van Hof

That the Board move to Regular Session at 11:48 A.M.

Aye (13): Althoff, Campbell, Collins, Gottemoller, Kamienski, Kearns, Sager, Shorten, Skala, Smith, Thomas, Van Hof, and Von Bergen

Absent (5): Greeno, Hendricks, Krieger, Kunkle, and Sullivan

Approved (13 to 0)

12. ADJOURNMENT

Mover: Skala
Seconder: Althoff

To Adjourn at 11:49 A.M. -TCCazares

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

Absent (3): Collins, Greeno, and Hendricks

Approved (15 to 0)

McHenry County
County Board - Regular Meeting
MINUTES

March 18, 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), Brian Sager (D7), Mike Shorten (D4), Michael Skala (D9), Larry Smith (D8), Paul Thomas (D7), Gloria Van Hof (D2), Tracie Von Bergen (D8), Chairman Mike Buehler

Members Absent: Patrick Sullivan (D1)

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. Collins led the meeting in the Pledge of Allegiance.

3. INVOCATION

3.a Pastor Jon Gains of Grace Fellowship Church in Woodstock gave the Invocation.

4. INTRODUCTORY ROLL CALL

Ms. Althoff made a motion seconded by Mr. Kamienski to allow Ms. Greeno to attend the meeting remotely. The motion passed by unanimous voice vote.

5. ADOPT THE AGENDA

Mover: Skala
Seconder: Shorten

To adopt the Agenda as presented.

Approved by Voice

6. APPROVAL OF MINUTES OF PREVIOUS MEETINGS

Mover: Skala
Seconder: Smith

To approve the Minutes as presented below.

Approved by Voice

6.a County Board- Committee of the Whole- February 12, 2026

6.b County Board- Regular Meeting- February 17, 2026

7. CHAIRPERSON'S REMARKS / REPORT

Chairman Buehler gave the floor to County Clerk Joseph Tirio who spoke of the passing of Election Judge Petter Culver. Full comments can be heard on the McHenry County website beginning at 0:6:30 and concluding at 0:09:47 of the audio. Chairman Buehler spoke. Full comments can be heard on the McHenry County website beginning at 0:09:50 of the audio.

8. MEMBERS' COMMENTS

The following members spoke: Mr. Kamienski, Ms. Althoff, and Mr. Shorten. Full comments can be heard on the McHenry County website beginning at 0:13:04 of the audio.

9. SPECIAL RECOGNITION

9.a Honoring Janiah Slaughter for Winning the IHSA State Wrestling Championship

Mr. Skala read the Proclamation Honoring Janiah Slaughter for Winning the IHSA State Wrestling Championship into the record. Full comments can be heard on the McHenry County website beginning at 0:23:53 of the audio.

10. ZONING PETITIONS

10.a Zoning Consent Agenda

10.a.1 Z25-0112 Perkins Road Solar 1 LLC, A1-A1C (Requires majority vote of members present.)

Mover: Smith
Seconder: Skala

To approve Z25-0112 Perkins Road Solar 1 LLC, A1-A1C

Aye (12): Althoff, Campbell, Collins, Gottemoller, Greeno, Kamienski, Kearns, Krieger, Sager, Skala, Smith, and Van Hof

Nay (4): Hendricks, Kunkle, Shorten, and Thomas

Abstain (1): Von Bergen

Absent (1): Sullivan

Approved (12 to 4)

10.b Zoning Regular Agenda

10.c Zoning Unfinished Business

11. PLATS

12. PUBLIC COMMENT

The following individuals spoke against the solar farm proposed for the Johnsburg area: Renee Weigert, Jim Rollins, Emily Grant, Robert Turetsky, Justin Wagner, and Joan Brumm.

The following individuals associated with SHARK (SHowing Animals Respect and Kindness) spoke against the issuance of permits for the rodeo sport of steer tailing: Jodie Wiederkehr, Heather Friedli, and Helen Wiederkehr.

Justin Zarr spoke on behalf of the Algonquin Hills Subdivision about a "historic disconnect" between MCDOT and the Algonquin Township Road District in relation to the governance and maintenance of certain roads in the subdivision.

Full comments be heard on the McHenry County website beginning at 0:27:33 of the audio.

13. NEW AND UNFINISHED BUSINESS

13.a 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)

Mr. Skala spoke. Full comments can be heard on the McHenry County website beginning at 0:53:54 of the audio.

Mover: Skala
Seconder: Althoff

Approve the County Administrator to work with the State's Attorney to sell County-owned real estate on Banford Road, Woodstock, IL

Amendment:
Mover: Skala
Seconder: Campbell

To send back to committee

Approved by Voice

14. APPOINTMENTS

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

Mover: Von Bergen
Seconder: Gottemoller

To approve the appointment to the Sheriff's Merit Commission as of March 18, 2026.

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

Absent (1): Sullivan

Approved (17 to 0)

15. STANDING COMMITTEE CHAIRPERSON UPDATES / LIAISON REPORTS

Ms. Greeno spoke. Full comments can be heard on the McHenry County website at 0:54:41 of the audio.

16. ROUTINE CONSENT AGENDA

Mover: Skala
Seconder: Gottemoller

To approve the Routine Consent Agenda

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

Absent (1): Sullivan

Approved (17 to 0)

16.a Receipt of Statutory Reports and Placed on File

16.a.1 County Clerk/Recorder

16.a.1.1 February 2026 Clerk And Recorder Board Report.pdf

16.a.2 Emergency Management Agency

16.a.2.1 EMA Monthly February 2026

16.a.3 Public Defender

16.a.3.1 February Public Defender Monthly Report

16.a.4 Coroner Report

16.a.4.1 Coroners Monthly Reports February 2026

16.a.5 Sheriff's Report

16.a.5.1 Sheriff's Monthly Report February 2026

16.a.6 Treasurer's Report

16.a.6.1 Treasurer Report January 2026

16.b Approve the Following Recommendations

16.b.1 Administrative Services

16.b.2 Finance and Audit

16.b.2.1 Resolution Rescinding Prior Notice Requirements Established by Resolution R94081750155 and Discontinue Equalization-Only Assessment Notices (5)

Mover: Skala
Seconder: Gottemoller

To approve a resolution rescinding prior notice requirements established and discontinue equalization-only assessment notices.

Approved

16.b.2.2 Resolution Authorizing the Community Development Block Grant Cares Act Program Funding Award to Consumer Credit Counseling Services (10)

Mover: Skala
Seconder: Gottemoller

To approve the award of Community Development Block Grant Cares Act Program Funding to Consumer Credit Counseling Services.

Approved

16.b.2.3 Elimination of the Senior Community Development Specialist and restructuring of the Community Development Specialist Position (10)

Mover: Skala
Seconder: Gottemoller

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.

Approved

16.b.2.4 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)

Mover: Skala
Seconder: Gottemoller

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.

Approved

16.b.2.5 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)

Mover: Skala
Seconder: Gottemoller

To authorize a contract with ClearGov Inc. for implementation of a new financial planning and reporting integration system for the County.

Approved

16.b.2.6 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

Mover: Skala
Seconder: Gottemoller

To reduce the project budget of Veterans Path to Hope by $79,600 and increase the project budget of Options & Advocacy by $79,600.

Approved

16.b.2.8 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)

Mover: Skala
Seconder: Gottemoller

Acceptance of an ILETSB Grant for the purchase of body worn cameras in the Sheriff's Office in FY26/27.

Approved

16.b.3 Law & Government/Liquor

16.b.4 Planning, Environment & Development

16.b.5 Public Health & Community Services

16.b.6 Transportation

16.b.6.1 Resolution Authorizing an Agreement with EcoInteractive LLC for Transportation Programming Software for the Division of Transportation and Appropriating Funds (82)

Mover: Skala
Seconder: Gottemoller

To approve an agreement with EcoInteractive LLC for Transportation Programming Software for the Division of Transportation.

Approved

16.b.6.2 Resolution Appropriating Funds for FY2026 Street Sweeping (82)

Mover: Skala
Seconder: Gottemoller

Board / Committee Action Requested: For consideration is a resolution approving bids and appropriating funds for FY2026 street sweeping services.

Approved

16.b.6.3 Resolution Approving an Intergovernmental Agreement with the Village of Algonquin for Construction and Maintenance regarding a Remote Salt Storage Facility and Appropriating Funds (82)

Mover: Skala
Seconder: Gottemoller

To approve an Intergovernmental Agreement with the Village of Algonquin for construction and maintenance of a remote salt storage facility and appropriating funds.

Approved

16.b.6.4 Resolution to Approve Adopt-A-Highway Group Agreement (V32-04, A19-01, A48-05) (82)

Mover: Skala
Seconder: Gottemoller

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.

Approved

16.b.7 Valley Hi Operating

16. ROUTINE CONSENT AGENDA

16.b Approve the Following Recommendations

16.b.2.7 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)

Mover: Kamienski
Seconder: Skala

To approve a resolution authorizing a new full-time Veterans Outreach Coordinator Position in the Veterans Assistance Commission Departmental roster and a budget line item transfer in the VAC FY26 budget.

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

Absent (1): Sullivan

Approved (17 to 0)

16.b Approve the Following Recommendations

16.b.1 Administrative Services

16.b.2 Finance and Audit

16.b.2.1 Resolution Rescinding Prior Notice Requirements Established by Resolution R94081750155 and Discontinue Equalization-Only Assessment Notices (5)

Mover: Skala
Seconder: Gottemoller

To approve a resolution rescinding prior notice requirements established and discontinue equalization-only assessment notices.

Approved

16.b.2.2 Resolution Authorizing the Community Development Block Grant Cares Act Program Funding Award to Consumer Credit Counseling Services (10)

Mover: Skala
Seconder: Gottemoller

To approve the award of Community Development Block Grant Cares Act Program Funding to Consumer Credit Counseling Services.

Approved

16.b.2.3 Elimination of the Senior Community Development Specialist and restructuring of the Community Development Specialist Position (10)

Mover: Skala
Seconder: Gottemoller

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.

Approved

16.b.2.4 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)

Mover: Skala
Seconder: Gottemoller

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.

Approved

16.b.2.5 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)

Mover: Skala
Seconder: Gottemoller

To authorize a contract with ClearGov Inc. for implementation of a new financial planning and reporting integration system for the County.

Approved

16.b.2.6 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

Mover: Skala
Seconder: Gottemoller

To reduce the project budget of Veterans Path to Hope by $79,600 and increase the project budget of Options & Advocacy by $79,600.

Approved

16.b.2.8 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)

Mover: Skala
Seconder: Gottemoller

Acceptance of an ILETSB Grant for the purchase of body worn cameras in the Sheriff's Office in FY26/27.

Approved

16.b.3 Law & Government/Liquor

16.b.4 Planning, Environment & Development

16.b.5 Public Health & Community Services

16.b.6 Transportation

16.b.6.1 Resolution Authorizing an Agreement with EcoInteractive LLC for Transportation Programming Software for the Division of Transportation and Appropriating Funds (82)

Mover: Skala
Seconder: Gottemoller

To approve an agreement with EcoInteractive LLC for Transportation Programming Software for the Division of Transportation.

Approved

16.b.6.2 Resolution Appropriating Funds for FY2026 Street Sweeping (82)

Mover: Skala
Seconder: Gottemoller

Board / Committee Action Requested: For consideration is a resolution approving bids and appropriating funds for FY2026 street sweeping services.

Approved

16.b.6.3 Resolution Approving an Intergovernmental Agreement with the Village of Algonquin for Construction and Maintenance regarding a Remote Salt Storage Facility and Appropriating Funds (82)

Mover: Skala
Seconder: Gottemoller

To approve an Intergovernmental Agreement with the Village of Algonquin for construction and maintenance of a remote salt storage facility and appropriating funds.

Approved

16.b.6.4 Resolution to Approve Adopt-A-Highway Group Agreement (V32-04, A19-01, A48-05) (82)

Mover: Skala
Seconder: Gottemoller

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.

Approved

16.b.7 Valley Hi Operating

16.b.2 Finance and Audit

16.b.2.1 Resolution Rescinding Prior Notice Requirements Established by Resolution R94081750155 and Discontinue Equalization-Only Assessment Notices (5)

Mover: Skala
Seconder: Gottemoller

To approve a resolution rescinding prior notice requirements established and discontinue equalization-only assessment notices.

Approved

16.b.2.2 Resolution Authorizing the Community Development Block Grant Cares Act Program Funding Award to Consumer Credit Counseling Services (10)

Mover: Skala
Seconder: Gottemoller

To approve the award of Community Development Block Grant Cares Act Program Funding to Consumer Credit Counseling Services.

Approved

16.b.2.3 Elimination of the Senior Community Development Specialist and restructuring of the Community Development Specialist Position (10)

Mover: Skala
Seconder: Gottemoller

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.

Approved

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Mover: Skala
Seconder: Gottemoller

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.

Approved

16.b.2.5 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)

Mover: Skala
Seconder: Gottemoller

To authorize a contract with ClearGov Inc. for implementation of a new financial planning and reporting integration system for the County.

Approved

16.b.2.6 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

Mover: Skala
Seconder: Gottemoller

To reduce the project budget of Veterans Path to Hope by $79,600 and increase the project budget of Options & Advocacy by $79,600.

Approved

16.b.2.8 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)

Mover: Skala
Seconder: Gottemoller

Acceptance of an ILETSB Grant for the purchase of body worn cameras in the Sheriff's Office in FY26/27.

Approved

16.b.2.9 Resolution Establishing Remuneration and Authorizing a Monthly Stipend for McHenry County Board of Health Members (51)

The following members spoke: Ms. Greeno, Ms. Althoff and Mr. Sager. County Administrator Scott Hartman and Director of Public Health Melissa Adamson also spoke. Full comments can be heard beginning at 0:58:51 of the audio.

Mover: Althoff
Seconder: Skala

Approve and authorize monthly remuneration for Board of Health members for each regularly scheduled Board of Health meeting attended.

Aye (13): Althoff, Campbell, Collins, Gottemoller, Hendricks, Krieger, Kunkle, Sager, Shorten, Skala, Smith, Van Hof, and Von Bergen

Nay (4): Greeno, Kamienski, Kearns, and Thomas

Absent (1): Sullivan

Approved (13 to 4)

17. ORDINANCES

17.a For Review

17.a.1 Ordinance Creating a Film, Video and Photo Production Permit Policy (18)

To enact an Ordinance establishing a Film, Video and Photo Production Permit Policy.

17.b For Action

17.b.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

Mover: Skala
Seconder: Collins

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

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

Absent (1): Sullivan

Approved (17 to 0)

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

Mover: Skala
Seconder: Smith

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

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

Nay (1): Kearns

Absent (1): Sullivan

Approved (16 to 1)

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 1:08:49 of the audio.

20. EXECUTIVE SESSION (IF NECESSARY)

21. ADJOURNMENT

Mr. Skala made a motion seconded by Ms. Althoff to adjourn the meeting at 8:10 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

Proclamation Recognizing May as Mental Health Awareness Month in McHenry County (25)

WHEREAS, mental health is an essential part of overall well-being, impacting individuals, families, and communities across McHenry County and nationally; and

WHEREAS, mental health conditions are real and prevalent in our county, our state, and our nation; and

WHEREAS, early intervention and access to quality care are crucial for managing mental health conditions and improving quality of life; and

WHEREAS, with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, health provider, organization and citizen share the burden of mental health problems and has a responsibility to promote mental wellness and support prevention and treatment efforts.

NOW, THEREFORE BE IT PROCLAIMED, by this County Board of McHenry County, Illinois, that it hereby authorizes that the McHenry County Mental Health Board, together with the County Board of McHenry County, Illinois hereby proclaim the month of May as Mental Health Awareness Month in McHenry County, Illinois as it is in the State of Illinois and in our great nation; and

BE IT FURTHER PROCLAIMED, that the County Clerk is hereby authorized to distribute a certified copy of this Proclamation to the County Administrator and the McHenry County Mental Health Board, and that it be spread upon the records of the McHenry County Board.

DATED at Woodstock, Illinois, this 21st day of April, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

PROCLAMATION

SUBJECT: Proclamation Recognizing May as Mental Health Awareness Month in McHenry County (25)

Board / Committee Action Requested:
To approve a Proclamation recognizing May as Mental Health Awareness month in McHenry County.

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

Honoring the McHenry County Department of Health for its 60th Anniversary

WHEREAS, the McHenry County Board established the Department of Health on April 12, 1966; and

WHEREAS, the Department of Health grew over the decades to combat a variety of health challenges from the spread of tuberculosis and other contagious diseases, to the dangers of improperly maintained wells and septic systems, to the care for the community's creatures, whether they walk, fly, swim, or slither; and

WHEREAS, the Department of Health is made up of five divisions united by a single mission: to protect and promote the health safety and wellbeing of those who live, learn, work and play in McHenry County, including: Public Health Nursing, which provides immunizations, lead screenings, breast and cervical cancer screenings, STI and TB testing and treatment, communicable disease monitoring and control, health education, and medical case management for youth in care; Environmental Health, which protects the quality of our water and food, monitors environmental dangers borne by mosquitos and other pests, and works to address solid waste; Veterinary Public Health, which protects the community's animals, thwarts the spread of rabies, and adopts pets into forever homes; Community Health, which provides access to healthy foods, nutrition education and breastfeeding support through the supplemental nutrition program known as WIC, offers chronic disease prevention programming, and ensures we are prepared for public health emergencies; and Health Administration, which plans the direction of the divisions, budgets, maintains records, disseminates information to the public, and houses the epidemiology program which compiles, analyzes, and distributes health data.

NOW, THEREFORE BE IT PROCLAIMED, by this County Board of McHenry County, Illinois, that it hereby congratulates and thanks the McHenry County Department of Health for sixty (60) years of service to the people of McHenry County; and

BE IT FURTHER PROCLAIMED, that the County Clerk is hereby authorized to distribute a certified copy of this Proclamation to the McHenry County Department of Health 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

PROCLAMATION

SUBJECT: Honoring the McHenry County Department of Health for its 60th Anniversary

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Board / Committee Action Requested:
To honor the McHenry County Department of Health for its 60th Anniversary.

Background and Discussion: None.

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: This proclamation aligns with the 2025-2028 McHenry County Strategic Plan Goal 2, Continue County-wide recruitment and retention efforts for qualified/skilled employees as it recognizes the contributions of a department with 60 years of dedication to our residents.

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

Proclamation Acknowledging May 3-9, 2026, as Public Service Recognition Week and Honoring Our Public Servants and Connecting Citizens with their Government.

WHEREAS, Americans are served every single day by public servants at the federal, state, county, township, and city levels; and

WHEREAS, these unsung heroes do the work that keeps our nation working; and

WHEREAS, counties move progress forward by providing health care and human services, administrating justice, keeping communities safe, creating economic opportunities, and much more; and

WHEREAS, McHenry County and all counties take pride in their responsibility to protect and enhance the health, well-being, and safety of its residents in efficient and cost-effective ways; and

WHEREAS, the employees of McHenry County provide a broad array of services in areas including human services; elections and voter registration; emergency communications and response; property assessment; transportation; court and county administration; criminal justice; land use; economic and environmental planning; building and permitting; record keeping; and GIS assistance for the citizens of McHenry County; and

WHEREAS, day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

WHEREAS, without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials; and

WHEREAS, the McHenry County Board acknowledges the hard work, dedication, and leadership of all of its employees exhibited on a daily basis across all departments and offices of McHenry County.

NOW, THEREFORE BE IT PROCLAIMED, that we, the McHenry County Board, do hereby acknowledge and proclaim to all residents of McHenry County, Illinois that May 3–9, 2026, is Public Service Recognition Week, and all citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels – federal, state, county and city; and

BE IT FURTHER PROCLAIMED, that the County Clerk is hereby authorized to distribute a certified copy of this Proclamation to the County Administrator, the County Board Chairman, and the Director of Human Resources.

DATED at Woodstock, Illinois, this 21st day of April, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

Admin/Fin-2026-026

PROCLAMATION

SUBJECT: Proclamation Acknowledging May 3-9, 2026, as Public Service Recognition Week and Honoring Our Public Servants and Connecting Citizens with their Government.

Board / Committee Action Requested:

To approve a Proclamation acknowledging May 3-9, 2026, as Public Service Recognition Week and Honoring Our Public Servants and Connecting Citizens with their Government.

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

Recognizing April 2026 as Second Chance Month

WHEREAS, McHenry County is committed to the quality of life, economic betterment, and forward-thinking governance of the County on behalf of all its citizens; and

WHEREAS, nearly one in three American adults has a criminal record, often facing "collateral consequences" that create permanent barriers to housing, employment, education, and civic participation even after their sentence is served; and

WHEREAS, providing a "second chance" through community support and the removal of these barriers reduces recidivism, increases public safety, and strengthens the local economy; and

WHEREAS, McHenry County is committed to being a place of restoration where justice-impacted residents can safely and successfully reintegrate and thrive; and

WHEREAS, the 22nd Judicial Circuit Specialty Courts serve as a strong example of this commitment, providing individuals in the justice system with structured opportunities for accountability, treatment, and rehabilitation; and

WHEREAS, the McHenry County Workforce Network has secured funding to support second chance individuals, providing meaningful opportunities for those involved in the justice system to gain real-world work experience, build a strong foundation for future careers, and successfully transition into the workforce through individualized programming that meets participants where they are, aligns with their interests, and continues to demonstrate impactful success while reinforcing a commitment to opportunity for all.

NOW, THEREFORE BE IT PROCLAIMED, that the McHenry County Board affirms its support for “second chances” recognizing the dignity, value, and potential of every person and the importance of redemption and rehabilitation; and

BE IT FURTHER PROCLAIMED, that the McHenry County Board hereby recognizes April 2026 as Second Chance Month and calls on all citizens, government agencies, and private institutions to recognize the importance of second chances and to support the policies and programs that empower justice impacted individuals to rebuild their lives and strengthen our community; and

BE IT FURTHER PRCLAIMED, that the County Clerk is hereby authorized to distribute a certified copy of this Proclamation to the County Board and the 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

PROCLAMATION

SUBJECT: Recognizing April 2026 as Second Chance Month

Board / Committee Action Requested:
To approve a Proclamation recognizing April 2026 as Second Chance Month.

IN THE MATTER OF THE APPLICATION OF	)	
NP SOLAR FARM, *APPLICANT*	)	
FOR AN AMENDMENT OF THE UNIFIED DEVELOPMENT	)	Z25-0088
ORDINANCE OF McHENRY COUNTY, ILLINOIS FOR A	)	
CONDITIONAL USE	)	

WHEREAS, your Petitioner ***NP SOLAR FARM***, 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:

ALL THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE HIGHWAY, IN MCHENRY COUNTY, ILLINOIS.

PIN 16-21-200-001

Commonly known as ***Anthony Road, Marengo, Illinois, in Riley 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 ***29.66 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 6 ayes and 1 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 WCP Solar, dated October 8, 2024 and received by the Department of Planning and Development on January 29, 2026 (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. Recommendations made by the Illinois Department of Natural Resources in their September 9, 2025, letter to the applicants shall be followed.
7. Fencing shall be provided in compliance with the National Electrical Code (NEC), as applicable, and shall be of a woven wire agricultural style, containing a 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.
8. 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.
9. 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 WCP Solar, dated October 8, 2024 and received by the Department of Planning and Development on January 29, 2026 (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. Recommendations made by the Illinois Department of Natural Resources in their September 9, 2025, letter to the applicants shall be followed.
7. Fencing shall be provided in compliance with the National Electrical Code (NEC), as applicable, and shall be of a woven wire agricultural style, containing a 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.
8. 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.
9. 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.

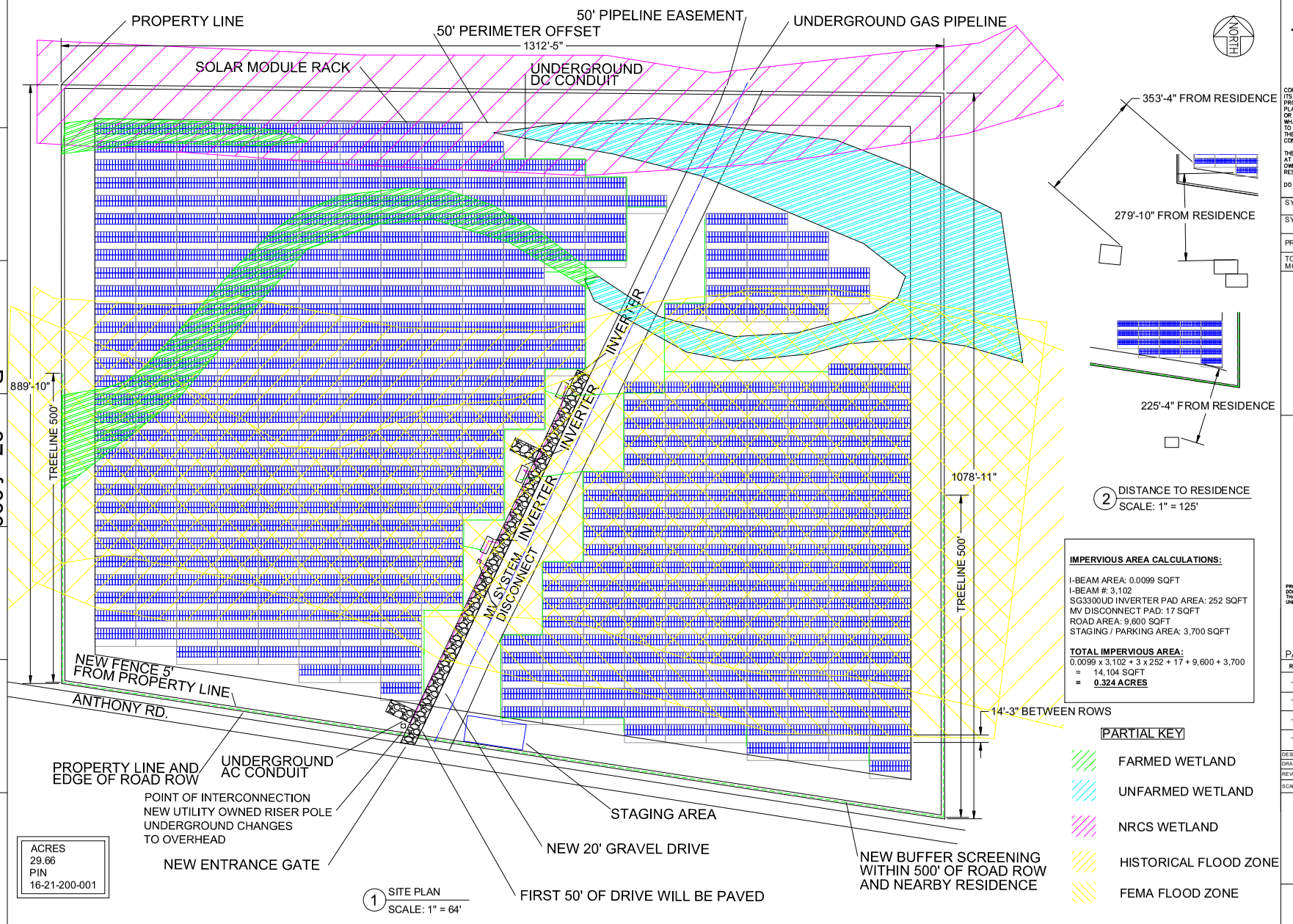
_____
Chairperson, McHenry County Board
McHenry County, Illinois

ATTEST:

_____
County Clerk

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

ATTACHMENT: OFFICIAL SITE PLAN



WCP SOLAR
PO BOX 308
YORKVILLE, IL 60560

COPYRIGHT: WCP SOLAR EXPRESSLY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS. THESE PLANS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESSED WRITTEN PERMISSION AND CONSENT OF WCP SOLAR.

THESE DRAWINGS MAY HAVE BEEN REPRODUCED AT A SIZE DIFFERENT THAN ORIGINALLY DRAWN. OWNER AND ARCHITECT ASSUME NO RESPONSIBILITY FOR USE OF INCORRECT SCALE.

DO NOT SCALE DRAWINGS.

SYSTEM SIZE DC	10.13 MW
SYSTEM SIZE AC	9.9 MW
PROJECT NO.	
TOTAL NO. MODULES	14,476

PROJECT NAME AND ADDRESS:

NP SOLAR FARMS
ANTHONY RD
SOLAR PROJECT

ANTHONY RD
MARENGO, IL

PROFESSIONAL CERTIFICATION HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS

PAPER SIZE 24" X 36"

REV	DESCRIPTION	DATE
-	--- ---	-
-	--- ---	-
-	--- ---	-
-	--- ---	-

DESIGNED BY:	KEN VOJTIK	10/8/24
DRAWN BY:	KEN VOJTIK	10/8/24
REVIEWED BY:	ASAD BAJWA	10/8/24
SCALE:		

DRAWING TITLE:

SITE PLAN

DRAWING NUMBER:

GA-300

MCHENRY COUNTY

ZONING BOARD OF APPEALS

MINUTES ● March 4, 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 – Z25-0088

1. **APPLICANT:** NP Solar Farm 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 thirty (30) acres and is located on the north side of Anthony Road, approximately one-half (.5) mile east of Interstate 90, in Riley Township, Illinois. PIN 16-21-200-001

4. **DATE AND TIME OF HEARING AND VOTING MEETING:** March 4, 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, Charles Eldredge, Kurt Schnable, Robert Kosin, Mary Donner, Duane Dahlman

   B. Witness: Dr. Everton Walters of WCP Solar; Joseph Heinz of Gerald Heinz & Associates

   C. Public: Kim Scharlow – County Staff, Kit GearhartSchinske – County Staff, Cary Mallory, Delores Mallory, Eugene Ballard, Paul Hoban, Debra Bullen, Yvonne Daniels, Jim Tennesssen, Rodrigo Perez, Jacob Maxwell

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.

Applicant Testimony

- The proposal involves construction of a 10-megawatt solar energy facility on approximately 29.66 acres which includes approximately 14,000 solar panels rated at 650 watts each, producing approximately 10.13 megawatts of capacity, approximately 13 gigawatt-hours of electricity annually, sufficient to supply approximately 2,500 homes.
- Solar panels will be mounted on aluminum alloy pile-driven racking systems, with pile depths determined through geotechnical analysis.
- The project will include approximately 14,104 square feet of impervious surface, including access drives and equipment pads.
- The applicant proposed using a suspended cable ("CAB") system to carry electrical cabling above ground to reduce soil disturbance rather than trenching underground cables.
- The applicant stated the project has been reviewed for compliance with County requirements and applicable environmental guidance.
- An EcoCAT review was completed; the applicant committed to soil decompaction prior to planting and implementation of pollinator-friendly vegetation consistent with state pollinator guidelines.
- A landscaping and screening plan was submitted, including installation of juniper trees along roadway frontages and use of native seed mixes for ground cover.
- Vegetation maintenance may include agrivoltaic practices such as sheep or goat grazing, or conventional mowing if grazing is not feasible.
- Limited tree removal is anticipated, primarily in the northeast portion of the property, estimated at approximately 1.5 acres.
- The project will include perimeter fencing, and the applicant expressed willingness to comply with agricultural fencing requirements if required by the County.
- The applicant stated a drain tile study will be performed prior to construction.
- The anticipated operational life of the facility is 25–35 years, with potential extension depending on system performance.
- A decommissioning bond will be maintained to ensure removal of equipment and restoration of the property at the end of the project life.
- The applicant estimated the facility would generate approximately $53,000 annually in property tax revenue, totaling approximately $1.3 million over 25 years.
- The applicant stated the solar facility would not alter drainage patterns and would be neutral to site hydrology.
- The project will connect to the Commonwealth Edison electrical system, which will conduct its own design and permitting for interconnection upgrades.
- The applicant stated that comments from Riley Township regarding fencing setbacks, roadway access, and construction traffic will be addressed.

Board Questions and Comments

- Board members asked about the frequency and extent of flooding on the property. The applicant indicated the site may experience annual flooding but stated the panels would be installed approximately three feet above ground and above typical water levels.
- Questions were raised regarding corporate ownership and project structure. The applicant stated the project owner is NP Solar, which is owned by Kachi Energy, while WCP Solar is serving as engineering consultant and contractor.
- Board members asked about the current land use of the property. The applicant stated the land had previously been farmed for corn but was not farmed in the previous year.

- The board asked about the extent and location of tree removal. The applicant estimated approximately 1.5 acres of trees would be removed, primarily in the northeast portion of the site.
- Questions were asked about solar panel height and orientation. The applicant stated panels would be fixed-tilt, south-facing, and approximately three feet above ground at the lowest point and about thirteen feet at the highest point.
- Board members asked whether the panels would track the sun; the applicant confirmed they would be fixed rather than tracking systems.
- The board requested clarification about the suspended cabling system, including height above ground and potential wildlife interactions. The applicant stated the cables would be approximately three feet above ground and wildlife impacts are not expected.
- Questions were asked about noise from the inverters. The applicant stated inverter noise is approximately 50 decibels and should not be noticeable at surrounding properties.
- Board members asked about the pipeline easement crossing the property and potential impacts. The applicant stated the design maintains a 100-foot buffer and no equipment will be installed within the easement area.
- The board asked about screening and landscaping along Anthony Road. The applicant stated conifer trees would be planted and indicated willingness to adjust planting layout or density if required by the board.
- Board members discussed fencing setbacks, clarifying that the proposed fence would be located approximately 25 feet from the right-of-way.

Staff Questions and Comments

- Staff requested confirmation that construction traffic would comply with seasonal road weight restrictions, noting heavy truck traffic is restricted between February 1 and May 1. The applicant stated construction scheduling can be adjusted to comply.
- Staff asked whether the suspended cabling system could be adjusted in height to comply with floodplain requirements requiring equipment to be located at least two feet above the base flood elevation. The applicant stated additional racking or piles could be installed if necessary to elevate the cabling.
- Staff asked whether pile depth variations from geotechnical studies would affect the overall height of the solar arrays. The applicant stated only the portion of the piles below ground would vary and the above-ground panel height would remain consistent.

Members of the Public Questions and Comments

- Members of the public expressed concern over setbacks, flooding, drain tiles and lighting of the site.

Staff gave their report. The subject property is zoned “A-1” agriculture district. It is surrounded by A1 Agricultural District on all four sides. The current land use of the subject property is agricultural, surrounding land uses are all agricultural with the exception of single family residential to the south. The future land use designation for the property is agricultural and environmentally sensitive area. Staff stated that if the pipeline does want to come obtain additional easement or relocate the existing pipeline, the applicant will need to work around that and it could potentially impact the design.

Ms. Kooistra closed the testimony portion of the hearing.

9. SOIL AND WATER CONSERVATION DISTRICT REPORT:

For further information refer to report number: 26-004-4787.

10. ILLINOIS DEPARTMENT OF NATURAL RESOURCES:

The consultation was received for this application.

11. SUMMARY OF VOTING MEETING DISCUSSION:

Chair Kooistra opened the voting meeting immediately following the hearing.

Mr. Eldredge motioned to accept the conditions as presented. Ms. Donner seconded the motion. Motion carried (7-0).

Mr. Eldredge motioned to accept the petition subject to the conditions. Ms. Donner seconded the motion. Motion carried (6-1).

Mr. Eldredge stated that the parcel has been farmland for decades and is very wet hydric soils. Mr. Eldredge stated that native plantings improve water drainage over the usage of land as crop land. He stated that the standards have been met.

Mr. Dahlman stated that he is concerned with the flooding and lack of (interconnection) agreement with Commonwealth Edison.

Ms. Kooistra stated that the standards in in the Unified Development Ordinance under 16.56.030, the principal use standards, have been met well as the requirements under Illinois Public Act 1021123 and Public Act 1030580 have been met. She also stated that the (interconnection) agreement with Commonwealth Edison is a requirement for the project, but not for the CUP.

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:

6 – AYES; 1 – 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 WCP Solar, dated October 8, 2024 and received by the Department of Planning and Development on January 29, 2026 (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. Recommendations made by the Illinois Department of Natural Resources in their September 9, 2025, letter to the applicants shall be followed.

7. Fencing shall be provided in compliance with the National Electrical Code (NEC), as applicable, and shall be of a woven wire agricultural style, containing a 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.

8. 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.

9. 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.

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.

big thing that actually could cause a lot of problems, especially when there's water and inverters flood, the catch fire who's going to extinguish that. I mean, it's in the water, but still it's dangerous to be around that thing with the water around it.

linnea kooistra:

Anyone else? Do you have a closing statement?

Dr. Everton Walters:

Yes, we do. We are desires to provide this system for a number of reasons. Among them being the provision of jobs, the provision of our renewable energy for the use within the community as it were. And we are confident that we will make sure that we maintain and abide by all the ordinances that have been stated, implied or otherwise by the county for the application of this system.

We will endeavor to make sure that if there are any drain tiles discovered on the site, we protect and if damaged, mitigate those damages and subsequently cover all costs associated with that. We will be bonded for the project as it were for the commissioning, and we definitely request therefore that for being said that this be granted to us for the operation of this solar.

linnea kooistra:

Okay. So at this time we will close the hearing portion of this meeting and we'll move on to the voting portion. Again, the application Z250088, the request is for a conditional use permit to allow for a commercial solar energy facility, and the property consists of about 30 acres located on the north side of Anthony Road, approximately one half mile east of Interstate 90 in Riley Township, and the applicant is MP Solar Farm LLC.

In your packet and on the website are the proposed conditions. If there's no objection, I won't read through those since all members of the board have had access to them.

Speaker X:

No objection.

linnea kooistra:

Hearing no objection, I'll read through them. Are there any proposed changes or additions to these proposed conditions?

Charles Eldredge:

Madam Chairman, I move acceptance of the conditions as presented.

Mary Donner:

I'll second. Donner.

linnea kooistra:

Okay. It's been moved by Mr. Eldredge to accept these conditions, and second by Ms. Donner. Discussion. Any discussion on the conditions?

Charles Eldredge:

I have none.

linnea kooistra:
Anyone else?

Charles Eldredge:
None.

linnea kooistra:
Okay. Then I will call for the vote on the conditions. Mr. Eldredge?

Charles Eldredge:
Yes.

linnea kooistra:
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:

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

Charles Eldredge:

Madam Chairman, I move for acceptance of the petition subject to the conditions.

Mary Donner:

Donner seconds.

linnea kooistra:

Then moved by Mr. Eldredge, seconded by Ms. Donner to approve this request. Discussion. Mr. Eldredge?

Charles Eldredge:

Yes. This is a roughly 30 acre parcel in Riley Township on the north side of Anthony Road, not far from Highway I 90. It is a vacant parcel surrounded by farmland. It has been farmland for most of the time since settlement. Testimony has been provided that it's pretty darn wet, and in fact, much of Riley Township in that area are hydric soils that are quite wet. It was not particularly addressed here except in passing. But the testimony we have received over the last several years from a variety of sources, not just petitioners, but also experts, are that the net water handling of a solar farm, which has the wild flower mix planted under it, improves rather than gets worse if it is moved from crop farmland to a wildflowers underneath solar farms. So while I respect the concerns of the objectors with this, I do not agree with it.

I think that at very worst, it will be neutral in that regard. And all of this to some extent is moot because Public Act 102-1123 and 103-0580 requires us to vote in favor of a petition if it has meet and met the state standards and staff has testified that it has met the state standards. And my examination of this petition agrees with that. So having found that it meets the state's standards, I am required by law to vote in favor. I think that this is probably not the best possible location, but I don't think it's anywhere near the worst either. So I am fairly comfortable. There have been petitions where I was very uncomfortable following the law, but I still believe that it is my obligation to do so. In this case, I'm not super happy with it, but I'm not terribly uncomfortable either, so I support the petition.

linnea kooistra:

Ms. Gartner?

Vicki Gartner:

I agree with Mr. Eldredge. It's not the best site we've ever seen, but it's not the worst. And by state law, it's going to happen if all of your ducks can get in a row, and that's a big if at this point. These don't always go through. I just wanted to touch a little bit on the concern for the farmers. It is the farmers who lease or sell these properties for solar farms. And part of the reason they do that is because they can't get the profitability out of the farming industry that they've known all along. And so this is a more lucrative solution for many of them that actually allow them to go on. And in the same breadth, it also preserves the farmland for later use, be it 25, 30 years up the road, whatever. So in that respect, I have to say I agree. I have to be in favor here.

linnea kooistra:

Mr. Kosin.

Robert Kosin:

Thank you, Madam Chairman. I recognize the submission of the documents as presented, the compliance that they purport to fulfill those requirements. But in lieu of my support of this, I need to note two elements, and it may be because of how the information is now so readily available. Which is, on one hand, a good thing, but on another, there's that phrase of a data dump. Specifically, I wish that Hay & Associates were present to give the explanation to their September 12th, 2024 report, along with the explanation of the 1970 Coon Creek flooding that was recognized in an aerial photo by USG as published two years later, and now leaves a concern for all of us. But I have enough confidence in the process and procedures of the county and its staff to address that.

The second document that is also tangentially referenced to us was the Federal Energy Commission's approval of the A&R pipeline on January 22nd, 2026, despite the objection filed by McHenry County Conservation District in this particular area.

Nonetheless, that is beyond the scope as I recognize and have been admonished for the petition before us. And so with the information and authority that we've been given, this is the petition that I'll be supporting.

linnea kooistra:

Mr. Schnable?

Kurt Schnable:

Illinois is also, as I understand it, recently approved battery electric storage systems, which can be built within 150 feet of a house. Be glad this is not that. That I could never vote for. And I just want to add, everything you people said is absolutely true. I've got the eagles at my place. I've got Coon Creek very near my yard. I've got the high water table. We've got the roads that flood over. It's my opinion that in the future, Coon Creek flooding will only get worse because it generally originates in the Hampshire area. I understand the Hampshire sewage system enters that after treatment. And Hampshire, unlike Marengo, is developing fairly rapidly with new subdivisions and apartments and the like, and that will, no doubt more than likely, increase runoff.

Coon Creek is channelized through DeKalb County and Kane County, and McHenry County does not have laws in place that allow Coon Creek to be channelized through Riley Township, hence its nature of sprawling around all over the place and so on and so forth. So my advice to the contractor would be, if you think you need a two feet off the ground, you better put four feet off the ground, would just be my advice. And everything else everyone said here is true. I think everyone was more or less, not happy, but good spirited about listening to what everyone here had to say. I appreciate that. And I will, as a result of what's required, very reluctantly vote to support the petition.

linnea kooistra:

Ms. Donner?

Mary Donner:

Thank you, Ms. Chairman. Understanding that this is the start of the process, that we considered that all the information that was needed was appropriate and we should go ahead. The state has told us we have to go ahead. But understand also that so many things are going to be coming up that they will have to go through that require a deeper dive now. Our stormwater ordinance, for instance, they have to be able to work with that as well. They have anybody, any other group that is part of this process now can do the deep dive on what it is they have to do to be able to make it work.

The other thing is that when you talk about water, I live next door. When we built our house, when the house was built in my subdivision, all I had to do was dig down that far, and I had this much water. So when you talk about a high water table, I can see it and know it. There's 125 homes on top of that, and what we're doing. So I get it on that kind of a thing. But again, we are the beginning of this process and we are under strict rules from our end and I will be voting for approval.

linnea kooistra:

Mr. Dahlman.

Duane Dahlman:

Thank you. I have issues with the flooding going on there annually. No firm agreement with ComEd. And I know we're bound by state law to approve this because it's been presented correctly and in great detail. My conscience will not let me vote yes on this. I will vote no.

linnea kooistra:

And I believe that the standards in our ordinance under 1656030, the principal use standards, have been met as well as the requirements under Illinois Public Act 1021123 and Public Act 1030580 have been met. First of all, to address the ComEd thing, I mean, this will not happen until they have a ComEd agreement, but we've had a lot of solar farms that have come through here and are still working on their ComEd agreement. That's just one other thing that they have to do before they will get a building permit. So that has nothing to do with really our approval of this and our standards that we need to address for land use.

But as far as wetlands and that sort of thing, the wetlands are being ... They're outside the wetland areas. They're avoiding that and this area does flood. These panels are above the flood area. And so I believe those standards have been met and so I believe I'm obligated to support this. So I will be voting in favor of the request. So I'll call for the vote. Mr. Eldredge?

Charles Eldredge:

Yes.

linnea kooistra:

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:

No.

linnea kooistra:

And I will vote yes. So this will go to the county board with a six to one vote approving request. So at this time your hearing is closed.

Staff Report for the McHenry County Zoning Board of Appeals

Application: #Z25-0088

PINs: 16-21-200-001

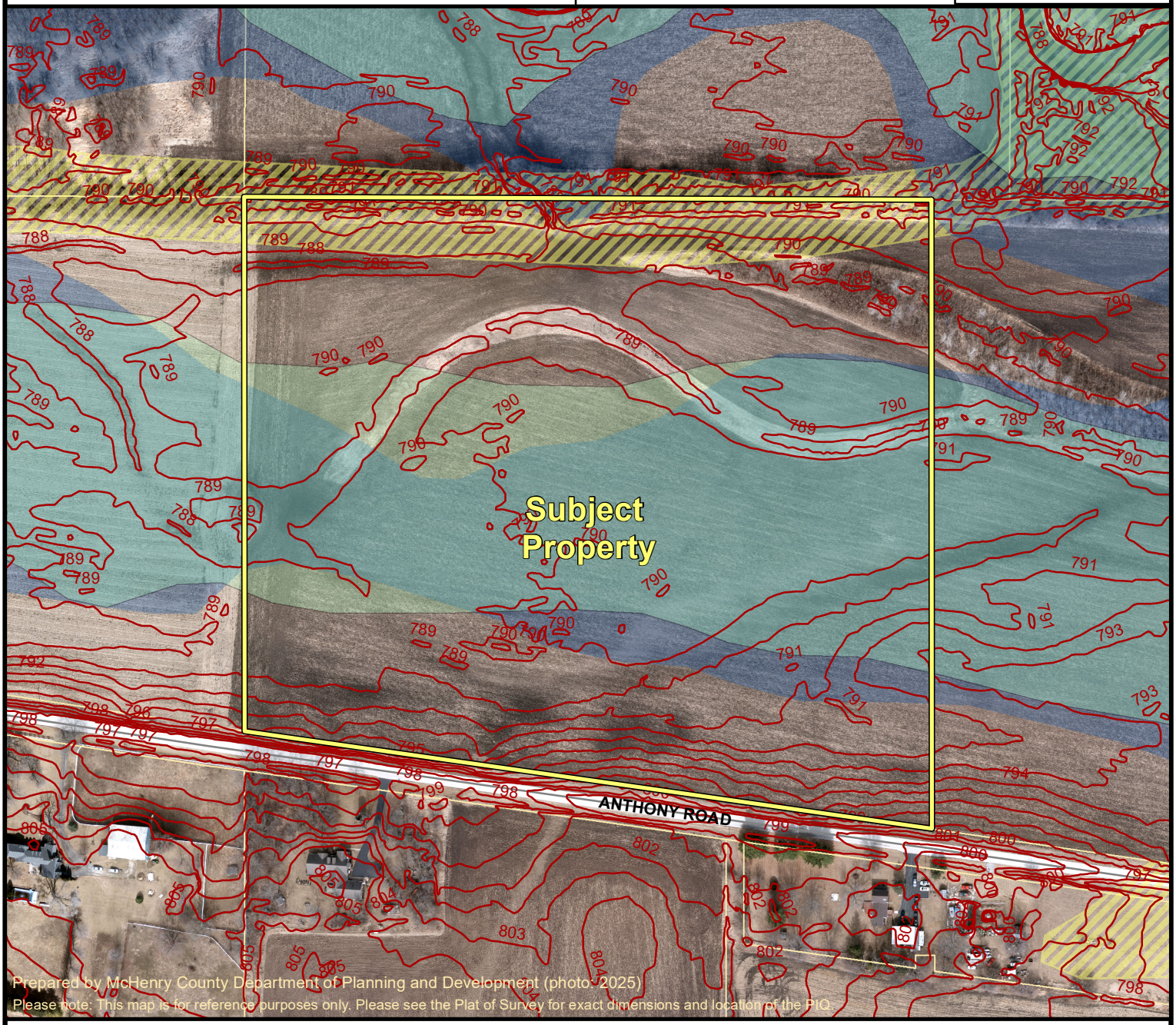
Location: The property consists of approximately thirty (30) acres and is located on the north side of Anthony Road, approximately one-half (.5) mile east of Interstate 90, in Riley Township, Illinois.

Hearing: March 4, 2026

Applicant: NP Solar Farm 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
125 62.5 0 125 250
1 inch equals 250 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 twenty-nine and sixty-six (29.66) acres and is zoned A-1 Agriculture District. According to aerial photography, the majority of the subject property is in crop cultivation.

According to the narrative, the applicant is proposing a 9.9-megawatt commercial solar energy facility, enclosed by a seven (7)-foot tall 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 to the south. The surrounding zoning consists of A-1 Agriculture to the north, south, east, and west.

2030 Comprehensive Plan Future Land Use Map

The proposed conditional use permit is consistent with the County's future land use designation of Agriculture.

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 (#26-004-4787) indicates that the LE score is 3.27 out of a possible 100 regarding soils for crop production. This is due to the majority of soil type on site being prone to flooding and difficult to farm. 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 found record of potential protected resources in the vicinity of the project location - Spike (Elliptio dilatata) - but concluded that adverse effects were unlikely, as long as the applicants adopted their recommendations as outlined in their September 9, 2025, letter. The endangered species consultation was closed.

"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 WCP Solar, dated October 8, 2024 and received by the Department of Planning and Development on January 29, 2026 (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. Recommendations made by the Illinois Department of Natural Resources in their September 9, 2025, letter to the applicants shall be followed.

7. Fencing shall be provided in compliance with the National Electrical Code (NEC), as applicable, and shall be of a woven wire agricultural style, containing a 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.

8. 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.

9. 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:

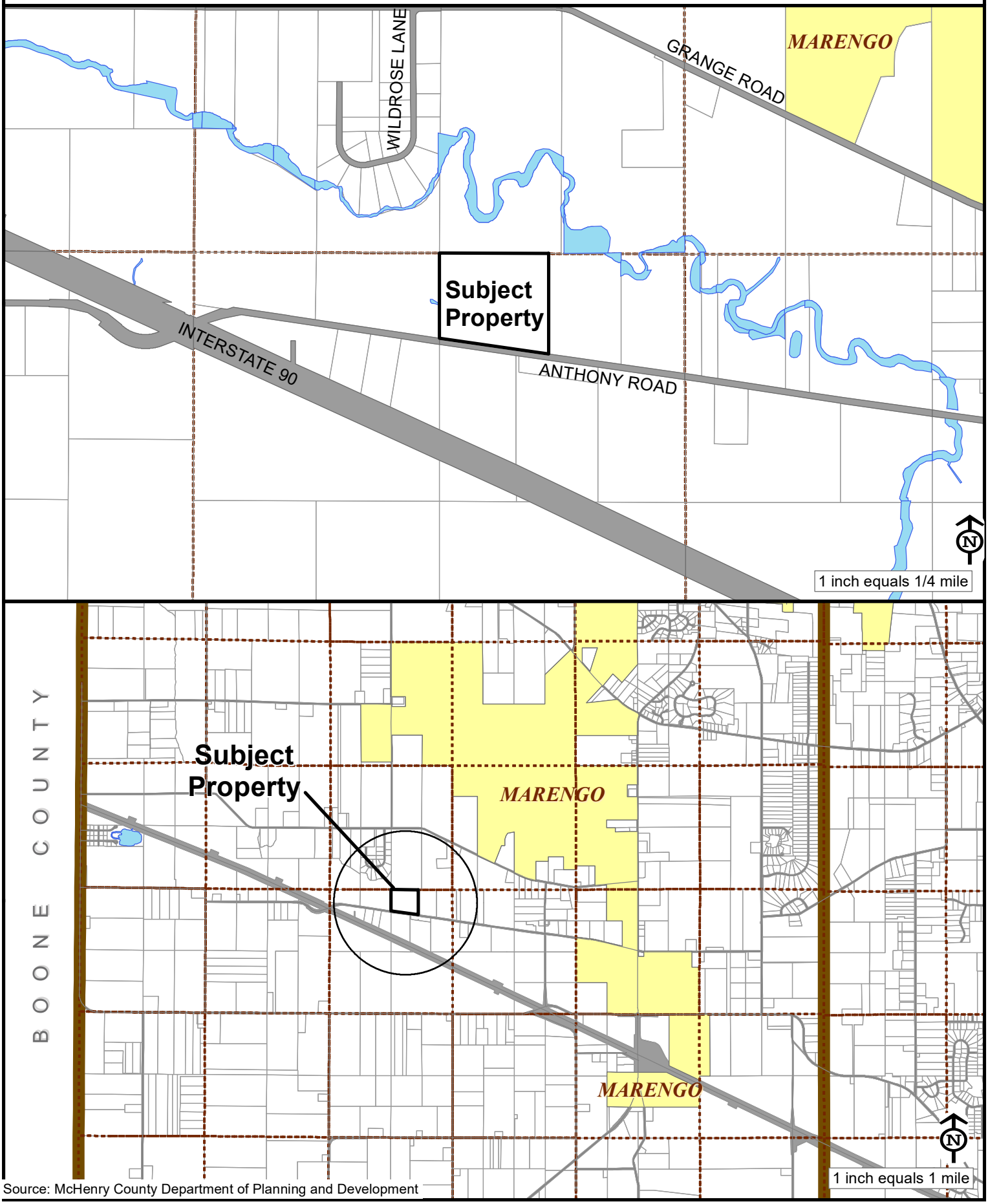
a. Prior to building permit issuance, the operator shall prepare a decommissioning plan which shows the final site conditions after the COMMERCIAL SOLAR ENERGY FACILITY has been removed from the property. Decommissioning plans shall require removal of all solar panels, electrical equipment, poles, piles, 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.

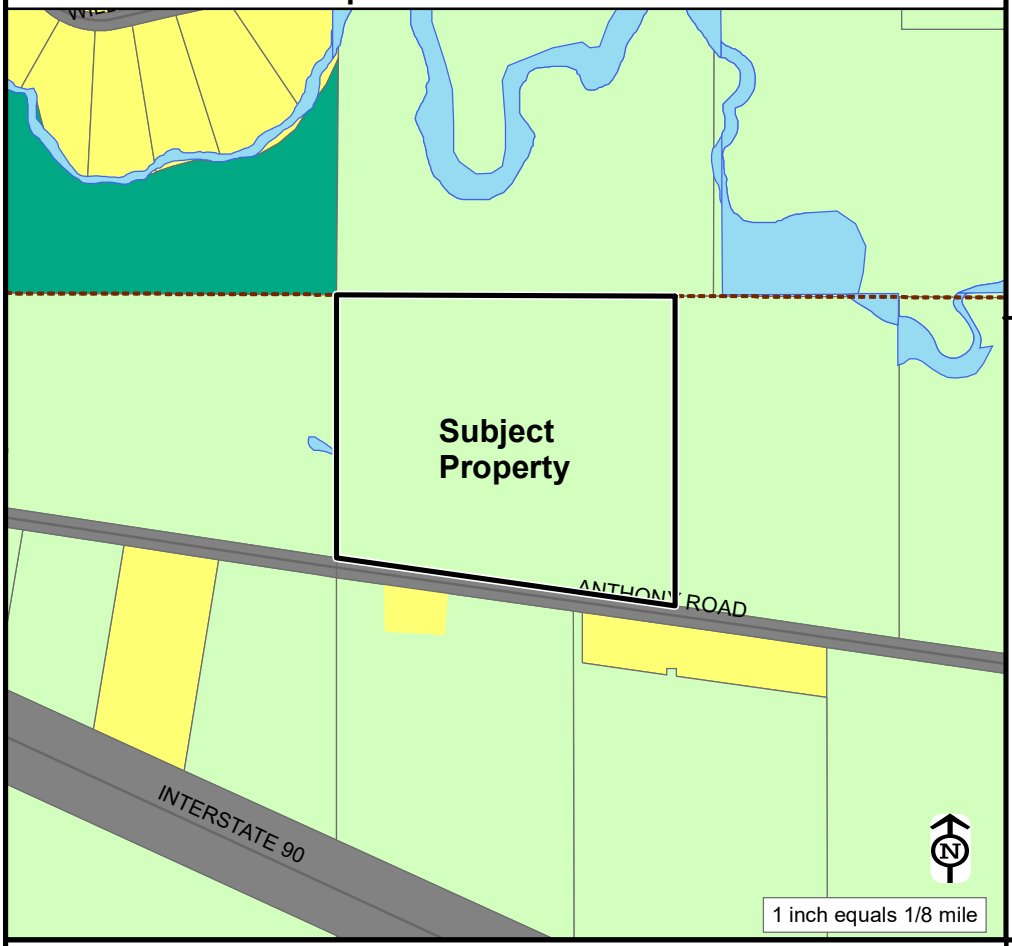
c. During the operation of the facility, a new engineer's estimate of cost for decommissioning shall be submitted every ten (10) years to the Department of Planning and Development. Upon approval of the estimated costs by the Zoning Enforcement Officer, a revised surety shall be provided to the Department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

Location Map | **Anthony Road, Marengo, Illinois** | **Riley Township**



Source: McHenry County Department of Planning and Development

Current Land Use Map



Current Land Use

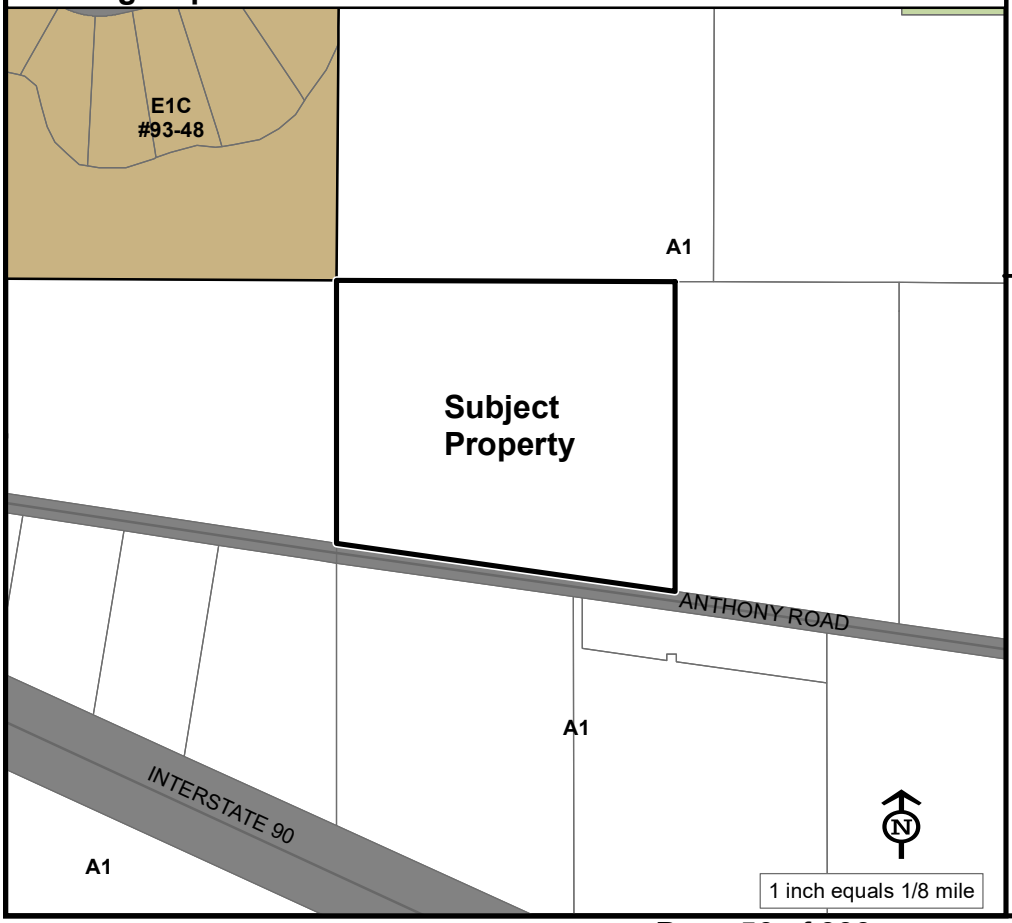
Agriculture

Adjacent Land Use(s)

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



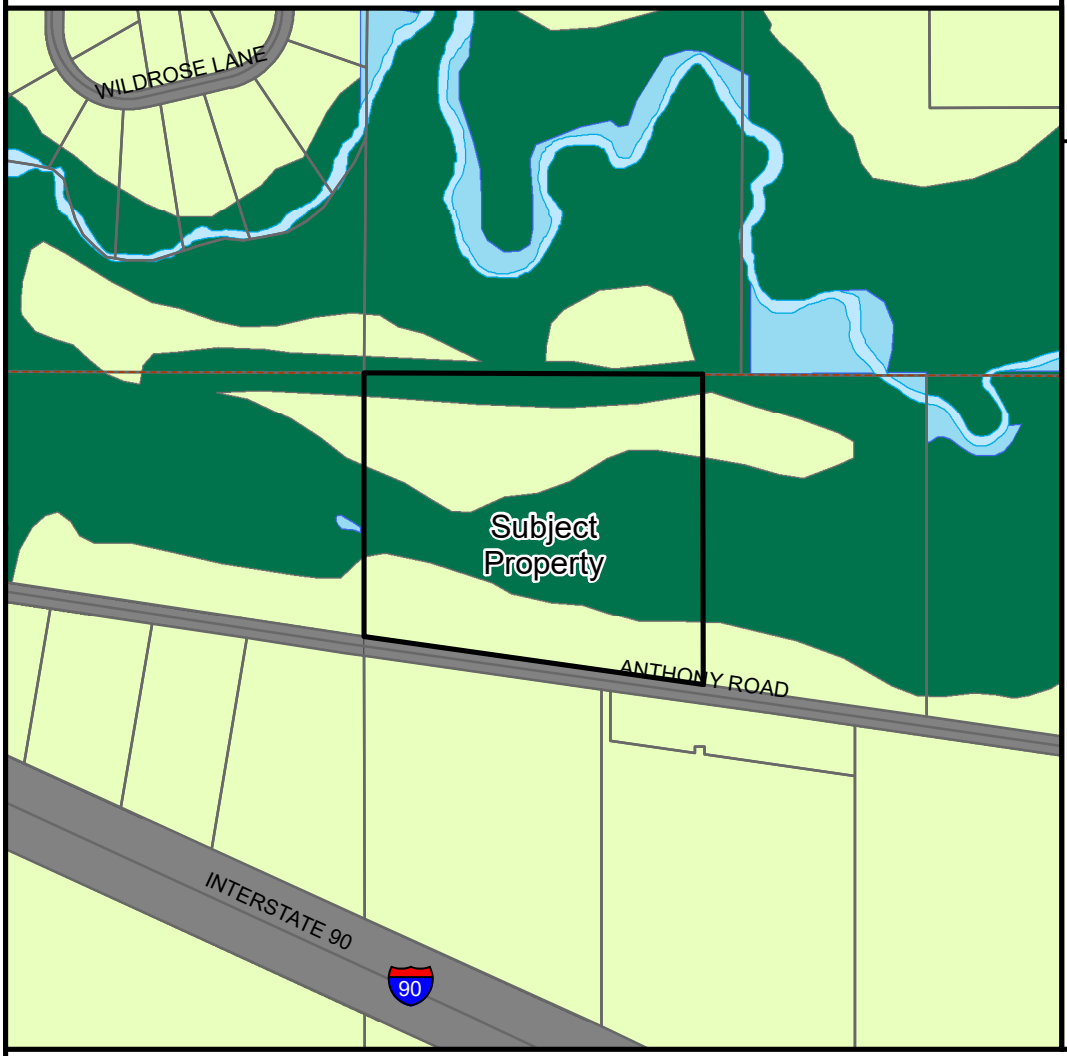
Current Zoning
A-1 Agriculture

Adjacent Zoning

North: A-1 Agriculture
South: A-1 Agriculture
East: A-1 Agriculture
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

Agricultural/ 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 = 1/8 mile

Municipal / Township Plan Designations

Riley Township: Agriculture

Marengo: Rural

McHenry County 2030 Comprehensive Plan — Text Analysis

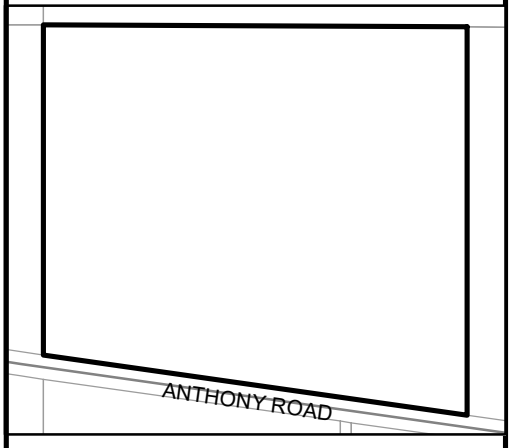
Land Use

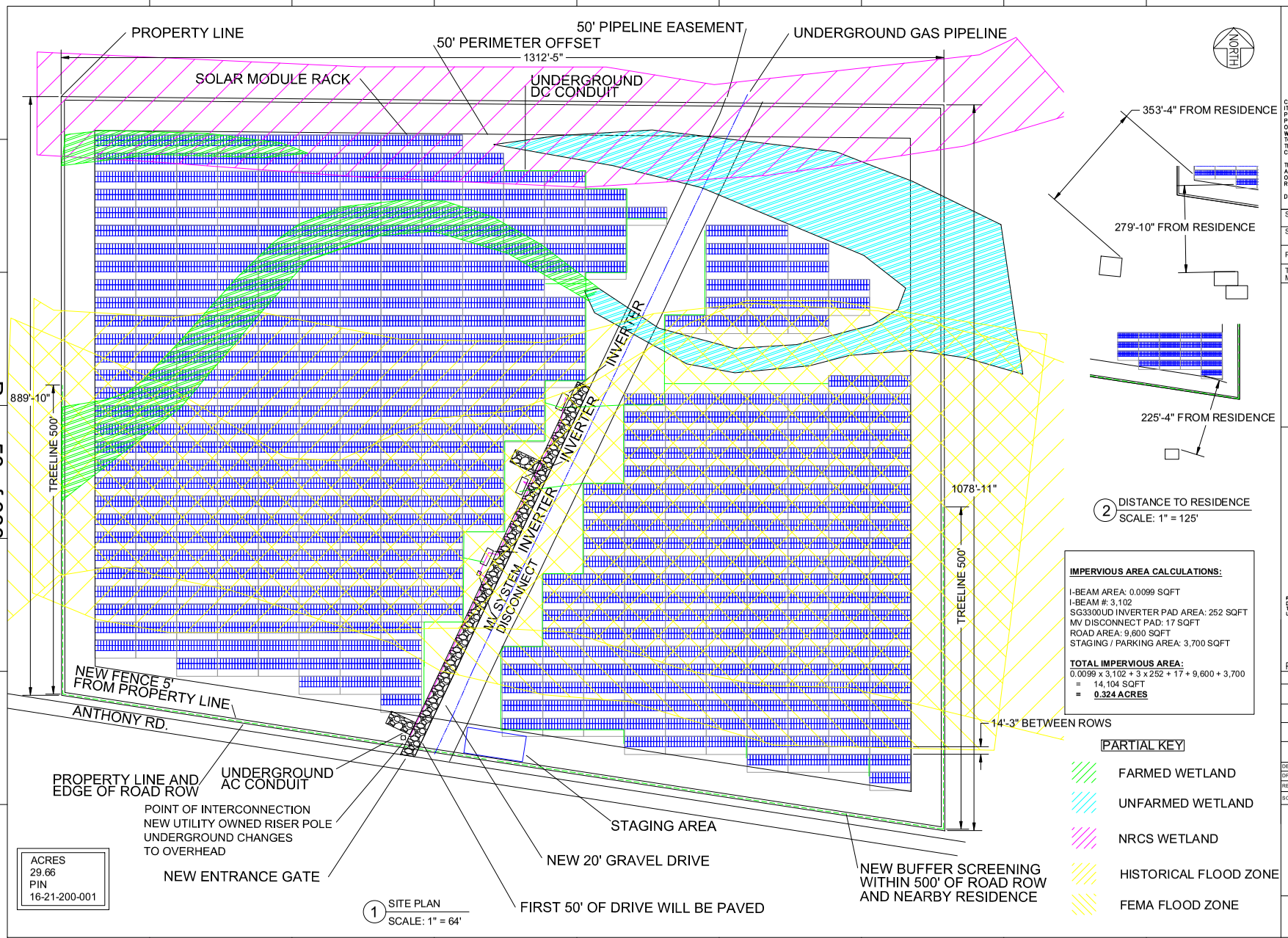
AGRICULTURAL – represents existing agricultural acres, including cropland, pastureland, farm yards, and farmsteads, that should remain in agricultural use through the 2030 planning horizon. Development in the Agricultural District should be strictly limited to agriculture, agricultural residences, and agricultural support uses. (p. 134)

Sensitive Aquifer Recharge Areas

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

Sensitive Aquifer Recharge Areas (SARA)





WCP SOLAR
PO BOX 308
YORKVILLE, IL 60560

COPYRIGHT: WCP SOLAR EXPRESSLY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS. THESE PLANS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESSED WRITTEN PERMISSION AND CONSENT OF WCP SOLAR.

THESE DRAWINGS MAY HAVE BEEN REPRODUCED AT A SIZE DIFFERENT THAN ORIGINALLY DRAWN. OWNER AND ARCHITECT ASSUME NO RESPONSIBILITY FOR USE OF INCORRECT SCALE.

DO NOT SCALE DRAWINGS.

SYSTEM SIZE DC	10.13 MW
SYSTEM SIZE AC	9.9 MW
PROJECT NO.	
TOTAL NO. MODULES	14,476

PROJECT NAME AND ADDRESS:

NP SOLAR FARMS
ANTHONY RD
SOLAR PROJECT

ANTHONY RD
MARENGO, IL

PROFESSIONAL CERTIFICATION HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS

PAPER SIZE 24" X 36"

REV	DESCRIPTION	DATE
-	--- ---	-
-	--- ---	-
-	--- ---	-
-	--- ---	-

DESIGNED BY:	KEN VOJTIK	10/8/24
DRAWN BY:	KEN VOJTIK	10/8/24
REVIEWED BY:	ASAD BAJWA	10/8/24
SCALE:		

DRAWING TITLE:

SITE PLAN

DRAWING NUMBER:

GA-300

11614 ALGONQUIN RD.
HUNTLEY, IL. 60142

TOPOGRAPHICAL-ALTA/ACSM-BOUNDARY-SUBDIVISIONS-MORTGAGE-CONDOMINIUM

PHONE: (847) 458-1710
FAX: (847) 458-1712

ORDER NO.
23-0788

N
W E
S

Scale - 1 inch = 100 feet

Jens K. Doe
Professional Land Surveyors

A DIVISION OF CDK IL DESIGN FIRM SURVEYOR 2812

PLAT OF SURVEY

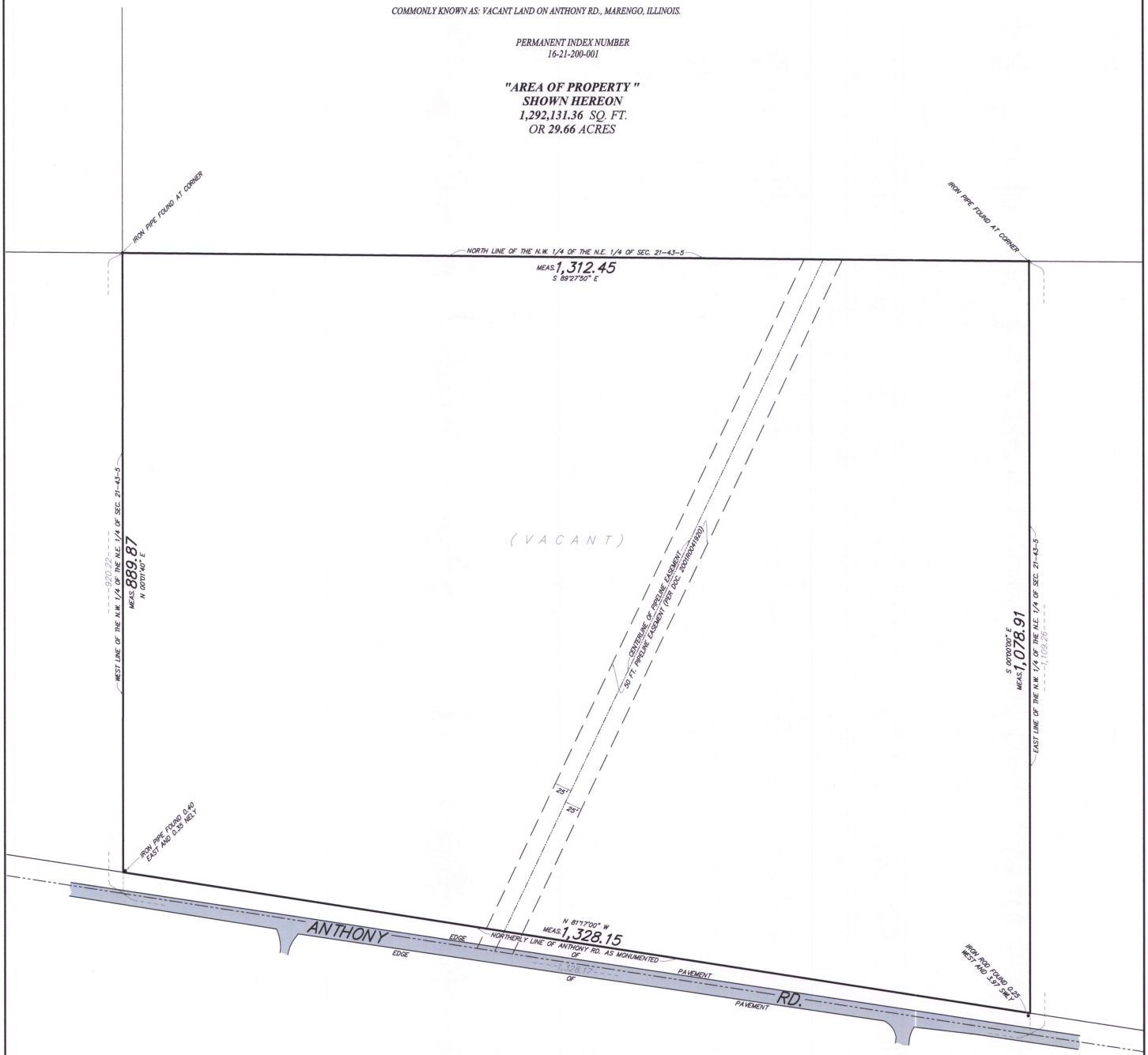
of

ALL THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE HIGHWAY, IN MCHENRY COUNTY, ILLINOIS.

COMMONLY KNOWN AS: VACANT LAND ON ANTHONY RD., MARENGO, ILLINOIS.

PERMANENT INDEX NUMBER
16-21-200-001

"AREA OF PROPERTY"
SHOWN HEREON
1,292,131.36 SQ. FT.
OR 29.66 ACRES



NOTE :
The legal description noted on this plat is a copy of the land survey order placed by the client and for accuracy **MUST** Be compared with the Deed. For building restrictions refer to your Abstract, Deed or Contract.

Compare distances between points before building and report any discrepancy to this office immediately.

Dimensions shown hereon are not to be assumed or scaled.

Dimensions shown hereon are in feet and decimal parts thereof.

DESIGN FIRM LAND SURVEYOR
CDK & PRIMARY SURVEY LTD
2812
4313 N. NEW ENGLAND
HARWOOD HTS.
ILLINOIS 60706
STATE OF ILLINOIS

Field work completion date : December 27, 2023.

ORDERED BY:
BELL & SHAH

State of Illinois)
County of Cook)

JENS K. DOE PROFESSIONAL LAND SURVEYORS, does hereby certify that a survey has been made under its direction, by an Illinois Professional Land Surveyor of the property described hereon and that the plat hereon drawn is a correct representation of said survey.

Chicago, Illinois, Dated this 4th Day of January, 2024.

This professional service conforms to the current Illinois minimum standards for a boundary survey.

JENS K. DOE PROFESSIONAL LAND SURVEYORS, (A DIVISION OF CDK)

KEVIN DUFFY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3228
LICENSE EXPIRATION : 11 - 30 - 24

PROFESSIONAL LAND SURVEYOR
3228
HARWOOD HTS
ILLINOIS
STATE OF ILLINOIS

McHENRY-LAKE COUNTY SOIL & WATER CONSERVATION DISTRICT

NATURAL RESOURCES INFORMATION REPORT

26-004-4787

January 22, 2026

This report has been prepared for:
NP Solar Farm LLC

Contact Person:
Paul Brown

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.

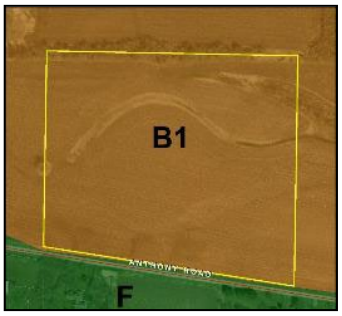
EXECUTIVE SUMMARY OF NRI REPORT #26-004-4787

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.



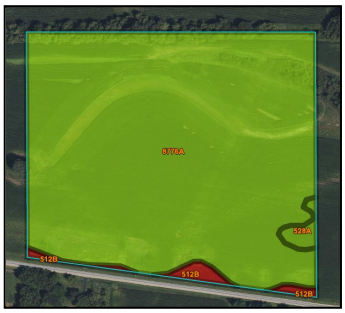


Site Picture: Looking north from Anthony Road



Aquifer Sensitivity Map (*This is the area beneath the soil profile down to bedrock)
The Geologic features map indicates the parcel is comprised of B1 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.

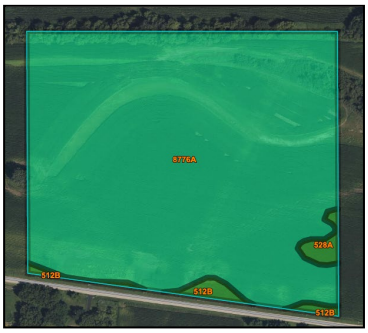


Soil Leachability Map (This is only the soil profile within the parcel from the surface down to approx. 5 feet).
The Soil Leachability Index indicates 0.6 acres or 2.2% of the parcel has high leachable soils, for fertilizers (identified in red).

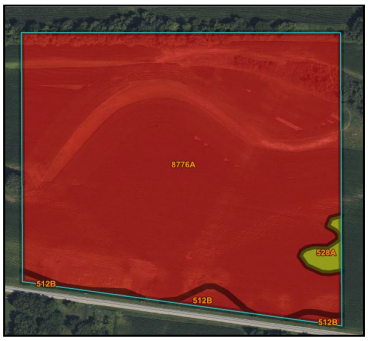
Soil Permeability (This is only the soil profile within the parcel from the surface down to approx. 5 feet. Soil permeability is a reflection of the speed in which water (with or without pollutants) can move through the soil profile.)
The USDA-NRCS Soil Survey Map of the area indicates 0.4 acres or 1.4% of 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 there are no highly erodible soils.



Prime Farmland Soils
The Natural Resources Conservation Service (NRCS) Soil Survey indicates 1.0 acres or 3.5% of the parcel is comprised of prime farmland soils (identified in green) and 25.4 acres or 96.5% of the parcel is comprised of prime farmland if drained soils (identified in blue).



Ground-Based Solar Arrays
The Natural Resources Conservation Service (NRCS) Soil Survey indicates 26.0 acres or 98.6% of the parcel has very limited soils for ground-based solar arrays (identified in red).

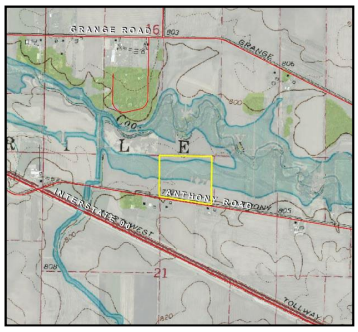


Hydric Soils
The NRCS Soil Survey indicates 25.4 acres or 69.5% of the parcel contains hydric soils (identified in orange).

Floodplain Information:



The Flood Insurance Rate Map
Indicates 10.42 acres of the parcel is within Zone A, 100-year floodplain (identified in blue).



Flood of Record Map (Hydrologic Atlas)
The Flood of Record Map for this area indicates 12.02 acres of the parcel has previously flooded (identified in blue).

*As we were not provided with a site plan, it is unclear if the floodplain areas will be impacted.

Wetland Information:



USDA-NRCS Wetland Inventory
The NRCS Wetlands Inventory indicates NIH: Non-Inventoried Hydric Soil on 2.36 acres of the parcel (identified in purple).

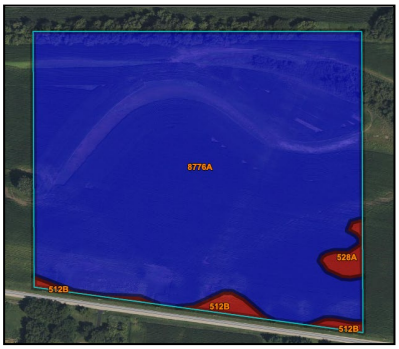


ADID Wetland Inventory
The ADID Wetland Study indicates wetland C79 on 2.36 acres of the parcel.

*The project narrative indicates a wetland delineation has been completed. As we were not provided with a site plan, it is unclear if the wetland areas will be impacted. Additional permitting may be required for the site.



Flooding Frequency
The NRCS Soil Survey indicates Occasional flooding on 25.4 acres or 96.5% of the parcel (identified in green). Flooding occurs infrequently under normal weather conditions. The chance of flooding is 5 to 50 percent in any year.



Ponding Frequency
The NRCS Soil Survey indicates that frequent ponding occurs on 25.4 acres or 96.5% of the parcel (identified in blue). 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 a high probability for cultural/historical features within the parcel in question.

Preserved or Recognized Ecological Sites: None identified

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 3.27 and the Site Assessment Score is 100, for a total LESA Score of 103.27 indicating the land use change has a moderate impact to existing land use and resources.

Vegetation: Information provided by the applicant indicates the site will be revegetated with native plantings. A management and monitoring plan will need to be developed in accordance with guidance from the Illinois Department of Natural Resources and the McHenry County Department of Planning & Development. It is recommended that early coordination with the McHenry County Department of Planning & Development occur to ensure the planting and monitoring plan adequately reflect the site conditions.

Agricultural Impact Mitigation Agreement: We have received notice from the Illinois Department of Agriculture that an Agricultural Impact Mitigation Agreement has been filed.

Potential Grassed Waterway: Aerial photographs indicate the possible presence of a grassed waterway within the northern half of the parcel. Site conditions at the time of the site visit prevented confirmation. Grassed waterways are constructed graded channels that are seeded to grass or other suitable vegetation. The vegetation slows the water, and the grassed waterway conveys the water to a stable outlet at a non-erosive velocity protecting the soil from concentrated flows. Grassed waterways significantly reduce gully erosion and should be maintained.

NATURAL RESOURCE INFORMATION REPORT (NRI)

NRI Report Number	26-004-4787
Applicant's Name	NP Solar Farm LLC
Size of Parcel	29.66 acres
Zoning Change	Conditional Use - Solar Facility
Parcel Index Number(s)	16-21-200-001
Common Location	Undefined
Contact Person	Paul Brown

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*

Illinois Department of
Natural Resources
One Natural Resources Way Springfield, Illinois 62702-1271
http://dnr.state.il.us

JB Pritzker, Governor
Natalie Phelps Finnie, Director

September 09, 2025

Dr EVERTON Walters
Paul Brown
1275 Davis Road
Suite 110
Elgin, IL 60512 1304

RE: Anthony Rd Solar PV Plant
Project Number(s): 2605100
County: McHenry

Dear Applicant:

This letter is in reference to the project you recently submitted for consultation. The natural resource review provided by EcoCAT identified protected resources that may be in the vicinity of the proposed action. The Department has evaluated this information and concluded that adverse effects are unlikely. Therefore, consultation under 17 Ill. Adm. Code Part 1075 is terminated.

However, the Department recommends:

Establishing pollinator-friendly habitat as groundcover wherever feasible. Solar Site Pollinator Establishment Guidelines can be found here:
https://dnr.illinois.gov/conservation/pollinatorscorecard.html

The site should be de-compacted before planting.

Long term management of the site should be planned for prior to development to ensure successful native pollinator habitat establishment and prevent the spread of invasive species throughout the lifetime of this project. An experienced ecological management consultant should be hired to assist with long-term management.

Required fencing, excluding areas near or adjacent to public access areas, should have a 6-inch gap along the bottom to prevent the restriction of wildlife movement. Woven wire or a suitable habitat wildlife friendly fence should be used. Barbed wire should be avoided.

Trees should be cleared between November 1st and March 31st. All night lighting should follow IDA guidance.

This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary.

The natural resource review reflects the information existing in the Illinois Natural Heritage Database at the time of the project submittal, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, you must comply with the applicable statutes and regulations. Also, note that termination does not imply IDNR's authorization or endorsement of the proposed action.

Please contact me if you have questions regarding this review.

Isabella Newingham

Isabella Newingham
Division of Ecosystems and Environment
217-785-5500

Docusign Envelope ID: 958D62A7-3593-4A84-BA92-0649002AF025

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT
between
NP Solar Farms, 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).

NP Solar Farms, LLC, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 10.13-MWp Commercial Solar Energy Facility in McHenry County [GPS Coordinates: 42.18N, -88.65W], which will consist of up to 29.66 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 NP Solar Farms, 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

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

9/26, 2025

NP Solar Farms, LLC

Signed by:
Paul Brown
E9BE77D808EA4CF...

By Paul Brown

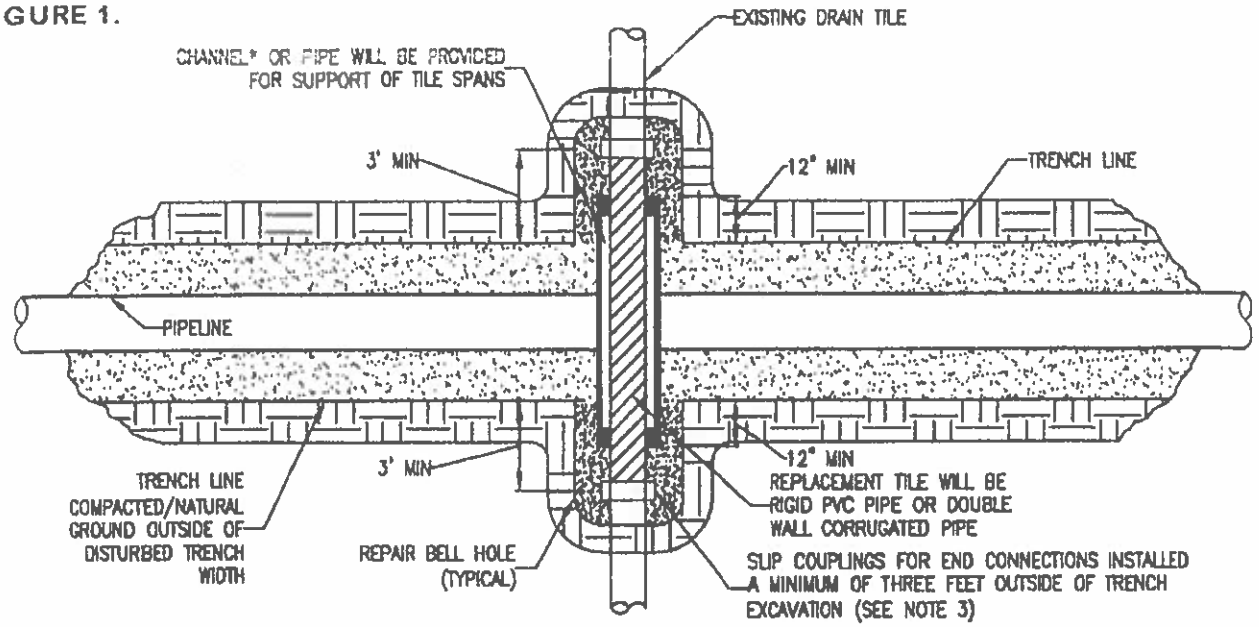
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Elgin IL 60123

Address

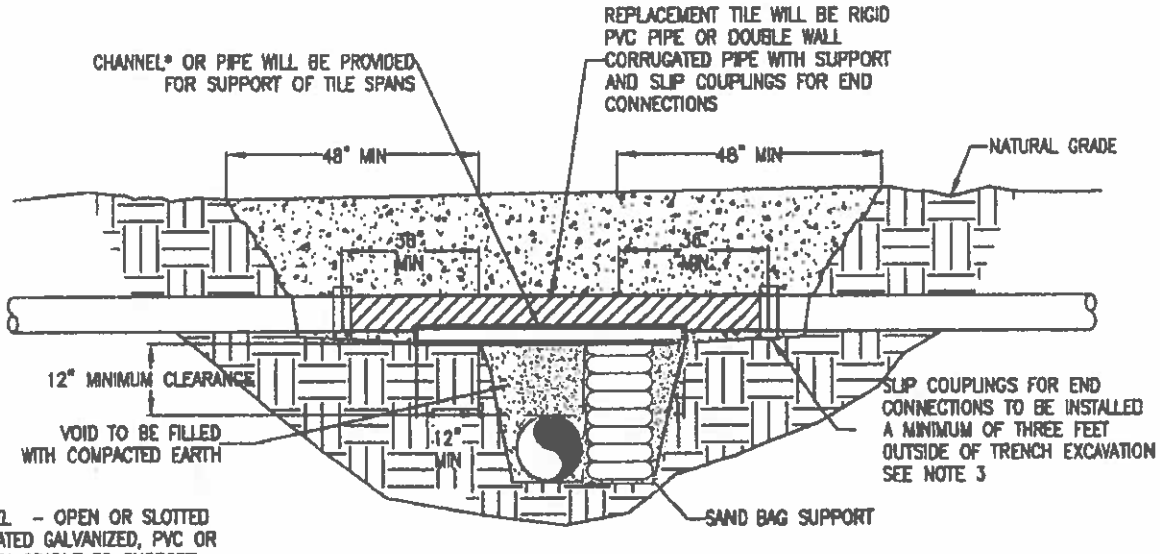
_____, 20____

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.

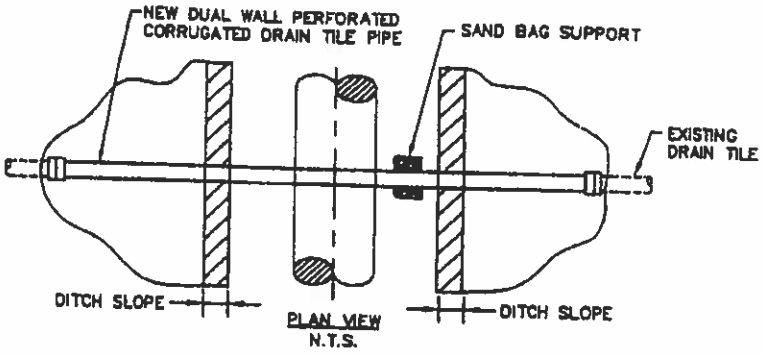
CROSS SECTION
N.T.S.

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.

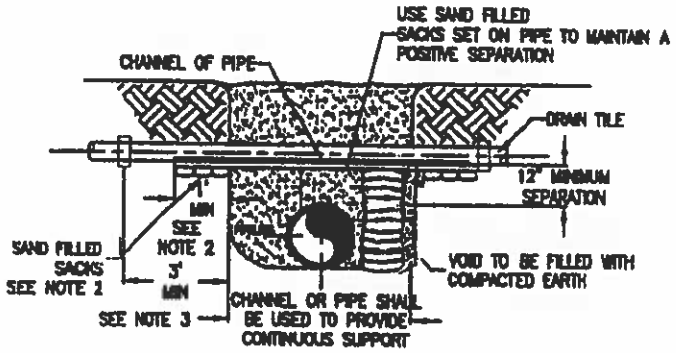
TEMPORARY DRAIN TILE REPAIR

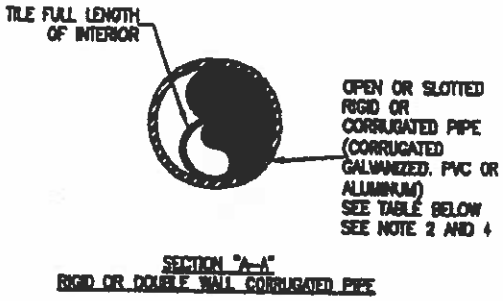
FIGURE 2.



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

IN THE MATTER OF THE APPLICATION OF)
WILLIAM C. HUGHES, APPLICANT)
FOR AN AMENDMENT OF THE UNIFIED) Z25-0089
DEVELOPMENT)
ORDINANCE OF McHENRY COUNTY, ILLINOIS FOR)
A RENEWAL OF A CONDITIONAL USE

WHEREAS, your Petitioner, William C. Hughes***,*** as your Applicant, has filed a petition with the McHenry County Zoning Board of Appeals requesting the issuance of a Conditional Use with variances as it relates to the McHenry County Unified Development Ordinance, as it relates to the real property more fully described as:

THE NORTH 365.00 FEET OF THE SOUTH 730.00 FEET (AS MEASURED ALONG THE EAST LINE THEREOF) OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 44 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN, COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 893.08 FEET (AS MEASURED ALONG THE SOUTH LINE) EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER, 855.15 FEET (AS MEASURED ALONG SAID NORTH LINE) EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER, EXCEPTING THEREFROM THE EAST 1107.00 FEET (AS MEASURED ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER) IN McHENRY COUNTY ILLINOIS.

PIN 12-02-300-009

More commonly known as 910 Hobe Road, Woodstock, Illinois in Seneca Township.

WHEREAS, the Petition requests no reclassification of the subject property from its present classification which is ***"A-1C" Agriculture District with a Conditional Use,*** but a Renewal of a Conditional Use be granted ***to allow for the use of the dairy barn for engineering research and product development and for the production of same on the subject parcel.***

WHEREAS, the subject property consists of approximately ***5.61 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 renewal of a Conditional Use to allow for the use of the***

dairy barn for engineering research and product development and for the production of same on the subject parcel subject to the following conditions:

1. The Conditional Use shall expire twenty (20) years from the date of approval by the McHenry County Board.
2. The hours of operation shall be from 7:00 a.m. to 7:00 p.m. Monday through Saturday.
3. The Conditional Use shall substantially conform to the attached Site Plan prepared on November 10, 2025.
4. The areas of the frame barn used in conjunction with the Conditional Use Permit shall be subject to commercial building codes. Any subsequent expansion of the business within the frame barn shall also be subject to building permits and commercial building codes.
5. The Conditional Use Permit shall be limited to no more than ten (10) employees, not including the owners of the property.
6. 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 renewal of a Conditional Use to allow for the use of the dairy barn for engineering research and product development and for the production of same on the subject parcel subject to the following conditions:***

1. The Conditional Use shall expire twenty (20) years from the date of approval by the McHenry County Board.
2. The hours of operation shall be from 7:00 a.m. to 7:00 p.m. Monday through Saturday.
3. The Conditional Use shall substantially conform to the attached Site Plan prepared on November 10, 2025.
4. The areas of the frame barn used in conjunction with the Conditional Use Permit shall be subject to commercial building codes. Any subsequent expansion of the business within the frame barn shall also be subject to building permits and commercial building codes.
5. The Conditional Use Permit shall be limited to no more than ten (10) employees, not including the owners of the property.
6. 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: _____

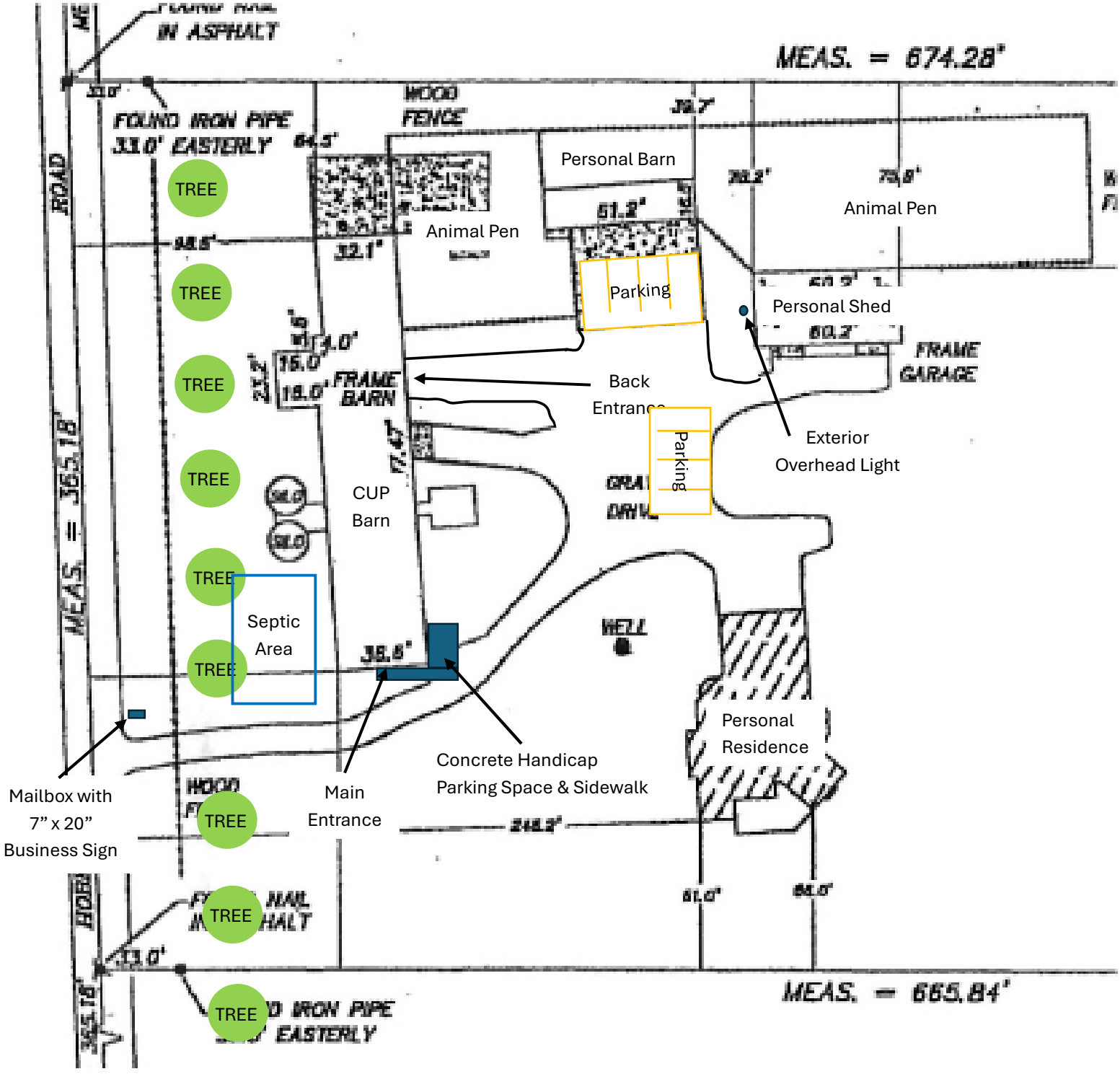
NUMBER ABSENT: _____

ATTACHMENT: OFFICIAL SITE PLAN

Site Plan

Prepared 11/10/2025

OFFICIAL SITE PLAN



NOTE: All Structures are existing no new structures are planned or required for this renewal.

Charles Eldredge:

Have there been any complaints or requests for service with regard to this conditional use?

Melody Jacobson:

No, there have been no complaints, no violations, nothing within that.

Charles Eldredge:

Thank you.

Linnea Kooistra:

Any other questions? Do you have a closing statement?

Bill Hughes:

I feel like I've covered everything. I do not.

Linnea Kooistra:

Okay. So at this time, we'll close the hearing portion, and we'll move on to the voting portion. Melody, if you would put the proposed conditions up on the screen, please, and all the members of the board have received this in their packet as well, so I won't read through them, but I would ask if there's any proposal to change number one.

Charles Eldredge:

Madam chairwoman, I would like to propose an amendment to condition one, to change it from 10 years to 20 years.

William Kurnik:

Seconded.

Linnea Kooistra:

Okay. It's moved by Mr. Eldredge. Seconded by Mr. Kurnik to change 10 years to 20 years on condition number one. Any discussion?

Charles Eldredge:

Well, it's gone 20 years with the previous one with no request for service. I see no reason why it shouldn't have 20 years this time.

Linnea Kooistra:

Any other discussion?

Then I'll call for the vote. Mr. Eldredge?

Charles Eldredge:

Yes.

Linnea Kooistra:
Ms. Gartner?

Vicki Gartner:
Yes.

Linnea Kooistra:
Mr. Kosin?

Robert Kosin:
Yes.

Linnea Kooistra:
Ms. Donner?

Mary Donner:
Aye.

Linnea Kooistra:
Mr. Dahlman?

Duane Dahlman:
Yes.

Linnea Kooistra:
Mr. Kurnik?

William Kurnik:
Yes.

Linnea Kooistra:
I'll vote yes so that condition is amended seven to zero. At this time, I would take a motion to approve the conditions.

Duane Dahlman:
So moved.

Vicki Gartner:
I'll second.

Charles Eldredge:
Second.

Linnea Kooistra:
Moved by Mr. Dahlman. Second by Ms. Gartner. Any discussion?
I'll call for the vote. Mr. Eldredge?

Charles Eldredge:
Yes.

Linnea Kooistra:
Ms. Gartner?

Vicki Gartner:
Yes.

Linnea Kooistra:
Mr. Kosin?

Robert Kosin:
Yes.

Linnea Kooistra:
Ms. Donner?

Mary Donner:
Aye.

Linnea Kooistra:
Mr. Dahlman?

Duane Dahlman:
Yes.

Linnea Kooistra:
Mr. Kurnik?

William Kurnik:
Yes.

Linnea Kooistra:
Yes. So the conditions are approved seven to zero. At this time, I would take a ...

Charles Eldredge:
Madam chairman, I move acceptance of the petition subject to the conditions.

Linnea Kooistra:

That's what I was hoping for. Thank you, sir.

Is there a second? Okay. Second by Ms. Gartner. Discussion, Mr. Eldredge?

Charles Eldredge:

Yes. This is in the rural part of the county west of Woodstock, not far from Kishwaukee Valley Road. The area has some estate homes fairly close to this. The rest is typical McHenry County agriculture. This use has been in place by the testimony for 30 years, plus or minus, without any problem of any kind to anybody, and a great deal of productivity. It started as a single person business and has grown into a fairly substantial business that is of considerable use, not just to the county, but to agriculture in Illinois generally.

By its nature, the use on this parcel is something that really nobody notices except the people participating in it. It is clean and quiet and fits in very well with the surrounding area, and having this kind of design and manufacturing is essential to the continuation of agriculture generally in Northern Illinois, and probably in the world as far as that goes. So I am very happy to support this petition.

Linnea Kooistra:

Ms. Gartner?

Vicki Gartner:

Yeah, I'd echo all those comments. I'm pretty much in awe of all the things that you have created and done and contributed to agriculture. I have absolutely no problem with you being around for another 20 years. So we'll see you then.

Linnea Kooistra:

Mr. Kosin?

Robert Kosin:

Thank you, Madam Chairman. Coming from the most urban of townships in McHenry County, as I sit here, there is the refreshing and refurbishing of an 1870 dairy barn in Algonquin Township by the Crystal Lake Park District. Much is being made that it is only a museum piece, and so I will look forward gladly to return and say there is active agriculture still in McHenry County and still for generations and is likely to continue forward. I hope someday you have a chance to visit the [inaudible 00:18:24] barn and see how it was able to repurpose multiple times through many generations and still serve the community gardens that are behind it, and I will gladly support this petition.

Linnea Kooistra:

Ms. Donner?

Mary Donner:

With approval of this petition and its conditions, I don't think we'll see you here again because I hope you retire and the two of you go someplace and have a good time. Don't let the business be your only outlet, and I'm happy to say yes, please. I approve this petition.

Linnea Kooistra:

Mr. Dahlman?

Duane Dahlman:

As a retired farmer, I want to thank you for some of the devices you've come up with that have helped me in my past life. I think it's great that you took an old dairy barn and refurbished it to a current use and still have maintained that building beautifully. So I'm absolutely in love with this whole process and I will approve this petition.

Linnea Kooistra:

Mr. Kurnik?

William Kurnik:

I concur in everything that's been so eloquently stated by my colleagues. I wish the golf superintendent at the course that I occasionally play at would use your equipment, improve the quality of the turf. The only other thing I would add is a line I tip off at nine o'clock tonight.

Bill Hughes:

Fingers dropped.

Linnea Kooistra:

I will just add that the approval standards for the conditional use permit under 16.20.040.E, I believe have been met, and also the site development standards for this petition. So I'm in favor of the request and I think it's a showplace. It's just a beautiful farmstead, and I'm so glad that the buildings are being maintained and you're using it for good purposes. So I'll call for the vote. Mr. Eldredge?

Charles Eldredge:

Yes.

Linnea Kooistra:

Ms. Gartner?

Vicki Gartner:

Yes.

Linnea Kooistra:

Mr. Kosin?

Robert Kosin:

Yes.

Linnea Kooistra:

Ms. Donner?

Mary Donner:

Aye.

Linnea Kooistra:

Mr. Dahlman?

Duane Dahlman:

Yes.

Linnea Kooistra:

Mr. Kurnik?

William Kurnik:

Yes.

Linnea Kooistra:

I'll vote yes, this will go to the county board with a seven to zero vote approving your request. Thanks. It's a pleasure having you here and hearing about what you're doing.

Bill Hughes:

Thank you very much.

Linnea Kooistra:

So at this time, the hearing is closed.

MCHENRY COUNTY

ZONING BOARD OF APPEALS

MINUTES ● March 26, 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 – Z25-0089

1. **APPLICANT:** William C. Hughes

2. **REQUEST:** Renew Conditional Use Permit 2005-99, allowing for the use of the dairy barn for engineering research and product development and for the production of the same on the subject property.

3. **LOCATION AND SIZE OF PROPERTY IN QUESTION:** The five point six (5.6) acre parcel, is on the east side of Hobe Road, approximately a five hundred seventy-five (575) feet south of Church Road, in Seneca Township. PIN 12-02-300-009

4. **DATE AND TIME OF HEARING AND VOTING MEETING:** March 26, 2026, 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, Charles Eldredge, Robert Kosin, Mary Donner, William Kurnik, Duane Dahlman

   B. Witness: Bill Hughes

   D. Public: Melody Jacobson – County Staff, Kim Scharlow – County Staff, Missy Hughes

7. **ITEMS OF EVIDENCE:** None

8. **SUMMARY OF TESTIMONY AT HEARING:** Chair Kooistra opened the hearing. The board members introduced themselves. Ms. Kooistra introduced the application and swore in the applicant and Staff.

Mr. Hughes introduced himself and discussed the application. Ms. Kooistra asked the applicant if he would like to incorporate his written responses to the approval standards as testimony. Mr. Hughes stated that he would.

Board Member Questions

- Does the applicant anticipate an increase of the operations that occur on the subject parcel? Applicant responded that they do not.
- Sought clarification of the number of employees on site and are there any expectations that this number will grow? Applicant responded that they have five (5) to six (6) employees and no expected growth.
- Have there been any complaints or violations related to the use? Staff responded that there are not.

Staff asked the applicant when the use of the use was established in the barn. Mr. Hughes stated that he started working in there in 1994 or 1995 but did not have employees at that time.

Ms. Kooistra opened the hearing to questions from the public. There were none.

Staff gave their report. The subject property is currently zoned "A-1C" Agriculture with a Conditional Use. The surrounding parcels to the north, south, east, and west are zoned "A-1" Agriculture. The current land use of the subject property is agriculture and single family residential. Current land use to the north, south, and east, west are agriculture. The future land use map designates the area as agriculture. The subject property does not lie within a sensitive aquifer recharge area.

Chair Kooistra closed the testimony portion of the hearing.

9. SOIL AND WATER CONSERVATION DISTRICT REPORT:

For further information refer to report number: L25-089-4745.

10. ILLINOIS DEPARTMENT F NATURAL RESOURCES:

The consultation was not required for this application.

11. SUMMARY OF VOTING MEETING DISCUSSION:

Chair Kooistra opened the voting meeting immediately following the hearing.

Mr. Eldredge motioned to amend condition number one to change the expiration of the CUP from ten (10) years to twenty (20) years. Motion carried (7-0).

- The use has occurred for twenty (20) years without violation.

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

- No discussion followed.

Mr. Eldredge motioned to accept the petition subject to the conditions as amended. Ms. Gartner seconded the motion. Motion carried (7-0).

- The use has existed per testimony for approximately thirty (30) years without violations.
- The use is clean and quiet and fits in with the surrounding area.
- The approval standards for the Conditional Use under 16.20.040.E have been met.
- The site development standards have been met.

12. FACTS THAT SUPPORT RECOMMENDING APPROVAL OF THE REQUEST:

- The subject parcel is zoned "A-1" Agriculture.
- The approval standards for the Conditional Use under 16.20.040.E have been met.
- The future land use designation is agriculture.

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

1. The Conditional Use shall expire twenty (20) years from the date of approval by the McHenry County Board.
2. The hours of operation shall be from 7:00 a.m. to 7:00 p.m. Monday through Saturday.
3. The Conditional Use shall substantially conform to the attached Site Plan prepared on November 10, 2025.
4. The areas of the frame barn used in conjunction with the Conditional Use Permit shall be subject to commercial building codes. Any subsequent expansion of the business within the frame barn shall also be subject to building permits and commercial building codes.
5. The Conditional Use Permit shall be limited to no more than ten (10) employees, not including the owners of the property.
6. All other federal, state, and local laws shall be met.

Full Comments and complete application submittal for the above agenda items are available on the McHenry County Meeting Portal.

Staff Report for the McHenry County Zoning Board of Appeals

Application: #Z25-0089

PIN: 12-02-300-009

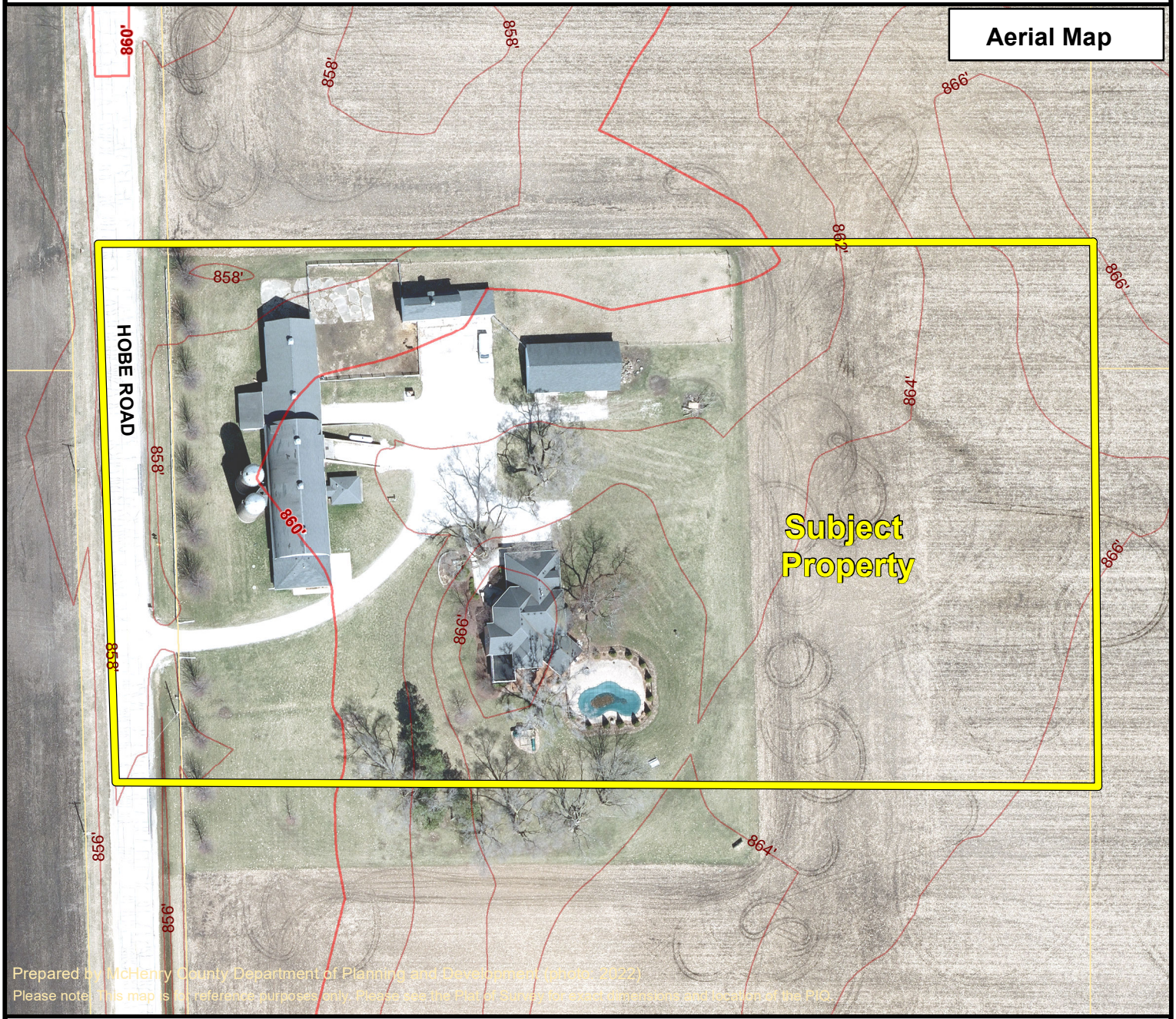
Address: 910 Hobe Road, Woodstock

Location: The five point six (5.6) acre parcel, is on the east side of Hobe Road, approximately a five hundred seventy-five (575) feet south of Church Road, in Seneca Township.

Hearing: March 26, 2026

Applicant: Bill Hughes

Request: Renew Conditional Use Permit 2005-99, allowing for the use of the dairy barn for engineering research and product development and for the production of the same on the subject property.



Elevation
(feet above sea level)
10-foot contours
2-foot 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

Feet
50 25 0 50 100
1 inch equals 100 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 five point six (5.6) acre subject property is zoned A-1 Agriculture District with a Conditional Use Permit allowing for the use of the dairy barn for engineering research and product development, with some production also occurring. The original conditional use permit for this property was granted in 1999, with the use already established. The property, consisting of the dairy barn, a house and some detached accessory buildings, is located on the east side of Hobe Road, about five hundred seventy-five (575) feet south of Kishwaukee Valley Road.

The applicant is seeking to renew the Conditional Use Permit.

MCHENRY COUNTY UNIFIED DEVELOPMENT ORDINANCE

- The Applicant must meet the Approval Standards for a Conditional Use Permit, listed in County Code Section 16.20.040.E of the McHenry County Unified Development Ordinance (UDO).

STAFF ANALYSIS

Current Land Use & Zoning

As noted above, the property is zoned A-1 Agriculture with a Conditional Use Permit. Other than that portion of the property which is used for the Conditional Use Permit and for residential purposes, the property is used agriculturally.

Properties in the immediate proximity of the subject property are also zoned A-1 Agriculture and used for row crop production.

2030 Comprehensive Plan Future Land Use Map

The 2030 Comprehensive Plan Future Land Use Map designates this property, and the properties surrounding it, as **Agriculture**.

2030 Comprehensive Plan & 2030 and Beyond Analysis

The proposed use of the property is consistent with the 2030 Comprehensive Plan's Future Land Use Map designation of Agriculture, however there are policies within this document, and the 2030 and Beyond report, which can be used to support, or reject, the proposed use. *(See comments 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 promoting development that is compact, contiguous to, or located within municipalities in order to preserve rural landscapes while providing greater mobility choice for all residents." (p. 12)

- The closest municipality to the subject property is the City of Woodstock (just over one (1) mile distance between each other).
- The subject property is adjacent to other properties which are used agriculturally.

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 applicant has indicated that the existing/proposed business conducts research leading to the production of digitally-based tools used in the agricultural industry. It is staff's understanding that the testing of these proposed tools occurs on the adjacent agricultural properties.

Big Idea #3 Let's grow smarter

"We can make it happen by focusing development that is compact, contiguous to, or located within municipalities, and away from areas designated for agriculture and lacking infrastructure and services." (p. 16)

- The property is located approximately a mile from the City of Woodstock. As the site is already developed with no new improvements proposed it should not have any additional impact on infrastructure and services.

Big Idea #4 Let's expand our economy

"We can make it happen by growing our rural economy through agritourism, ecotourism, specialty crops, and being open to innovative commercial enterprises." (p. 21)

- The business in operation at this location including engineering research and some production related to digital tools used to improve agricultural yields.

McHenry County 2030 Comprehensive Plan, Adopted April 20, 2010

Community Character & Housing

"Promote increased density and compact contiguous development." (p. 15)

- As noted above, the subject property is already developed with the proposed use and is just over a mile from the City of Woodstock.

Agricultural Resources

"Maintain and protect the most productive agricultural lands, where appropriate, by discouraging nonagricultural growth in these areas." (p. 29)

- This is a request to renew an existing Conditional Use Permit with no new improvements contemplated.

Greenways, Open Space & Natural Resources

"Promote land uses that […] minimize the impact on land, water, energy, and other natural resources…" (p. 43)

- The Natural Resources Information report for this site (NRI L25-084-4745) indicates that there are no wetlands nor floodplains located on this property.

Water Resources

"…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 property is not within the Sensitive Aquifer Recharge Area.

Economic Development

Objective: "Identify areas for office/research/industrial areas and business parks with access to regional transportation infrastructure." (p. 87)

- To meet this objective, the use would normally be placed in a research and/or business park. However, given the need to access agricultural uses it may be appropriate to allow the use to continue at this location.

Infrastructure

No applicable text.

Land Use

"Promote increased density and compact contiguous development." (p. 125)

- The subject property is in a relatively rural area as it is surrounded by agriculturally used properties. The nearest municipality, Woodstock, is located approximately a mile away.

STAFF ASSESSMENT

The requested conditional use permit renewal allows for the use of the dairy barn for engineering research and product development, with some production also occurring, on the five point six (5.6) acre subject property zoned A-1 Agriculture District. The original conditional use permit for this property was granted in 1999, with the use already established. The proposed use is consistent with the 2030 Comprehensive Plan's Future Land Use Map

designation of **Agriculture**. There are no environmental features, such as, wetlands and floodplains on the subject property. The site is not within the Sensitive Aquifer Recharge Area.

The following are the conditions which are attached to the current Conditional Use:

1. *The Conditional Use Permit shall expire twenty (20) years from the date of approval by the McHenry County Board or until the residence on the parcel in question is no longer occupied by the present owner of the business.*
2. *The hours of operation shall be from 7:00 a.m. to 7:00 p.m. Monday through Saturday.*
3. *The Conditional Use Permit shall be limited to the frame barn as depicted on the Plat of Survey dated August 8, 2005 by Matthew J. Stahl and labeled as Exhibit #2.*
4. *The areas of the frame barn used in conjunction with the Conditional Use Permit shall be subject to commercial building codes. Any subsequent expansion of the business within the frame barn shall also be subject to building permits and commercial building codes.*
5. *The Conditional Use Permit shall be limited to no more than ten (10) employees not including the owners of the property.*

Staff supports the continuation of most of these conditions, with the exception of the first condition. Section 16..20.040H of the UDO stipulates states: "Conditional use permits are valid for a period of ten (10) years, unless otherwise limited or permitted as part of the County Board approval." As such, staff is recommending that this renewal be consistent with the UDO requirements. Furthermore, the second part of the original condition is tied to the occupancy of a building on the property. As staff does not have the ability to determine who resides on a property we do not support continuing to have this condition.

Instead, Staff offers the following conditions for consideration:

1. The Conditional Use shall expire ten (10) years from the date of approval by the McHenry County Board.
2. The hours of operation shall be from 7:00 a.m. to 7:00 p.m. Monday through Saturday.
3. The Conditional Use shall substantially conform to the attached Site Plan prepared on November 10, 2025.
4. The areas of the frame barn used in conjunction with the Conditional Use Permit shall be subject to commercial building codes. Any subsequent expansion of the business within the frame barn shall also be subject to building permits and commercial building codes.
5. The Conditional Use Permit shall be limited to no more than ten (10) employees, not including the owners of the property.
6. All other federal, state, and local laws shall be met.

McHenry County Unified Development Ordinance Section 16.20.040.E

E. *Approval Standards for Conditional Use Permits.* No conditional use permit may be granted unless the Zoning Board of Appeals and County Board makes specific written findings that the request meets each of the standards imposed by this section. These standards are as follows:

1. That the petitioner has demonstrated the ability to meet any applicable standards contained in Chapters 16.56 (Use Standards) and 16.60 (Site Development Standards).

2. That the site shall be so situated that the proposed use is compatible with the existing or planned future development of the area.

3. That the establishment, maintenance, or operation of the conditional use shall not be detrimental to or endanger the public health, safety, morals, comfort or general welfare of the neighboring vicinity.

4. That the conditional use shall not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.

5. That the conditional use shall not substantially diminish and impair property value within the neighborhood.

6. That adequate utilities, access roads, drainage, and other necessary facilities have been or are being provided.

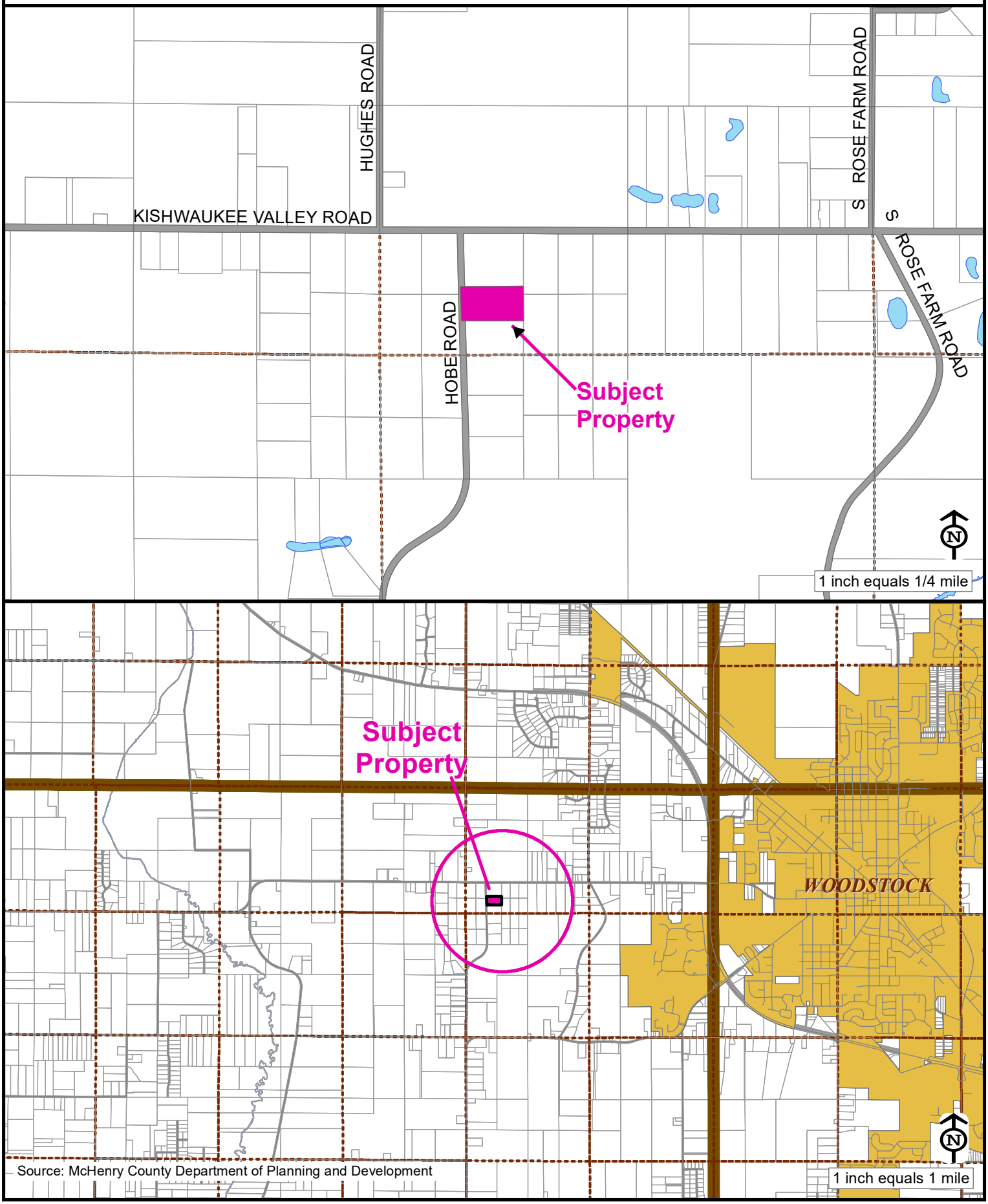
7. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion and hazard on public streets.

8. That the conditional use shall, in all other respects, conform to the applicable regulations of the zoning district in which it is located.

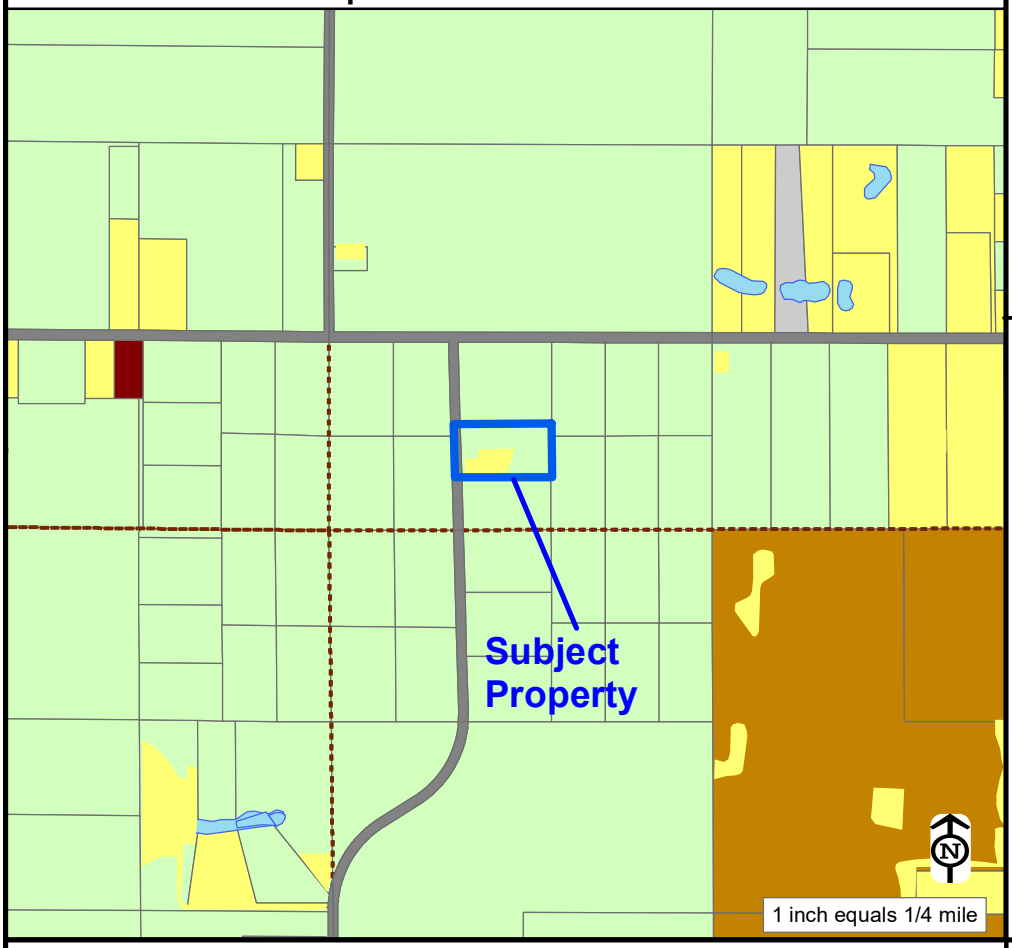
9. That the conditional use is reasonably in the interest of the public welfare.

10. That adequate measures will be taken to provide protection to groundwater recharge and groundwater quality.

Location Map | **910 Hobe Road, Woodstock, Illinois** | **Seneca Township**



Current Land Use Map



Current Land Use

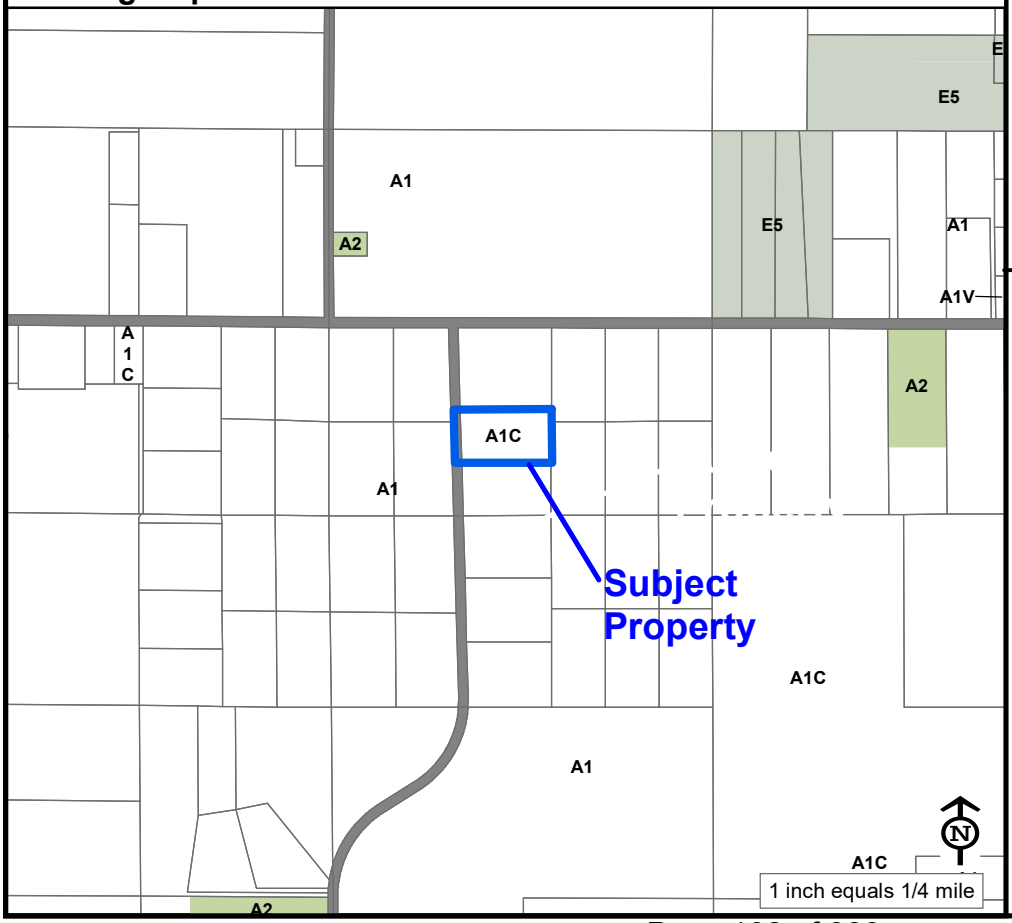
Agriculture & Single-Family Residential

Adjacent Land Use(s)

North: *Agriculture*
South: *Agriculture*
East: *Agriculture*
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



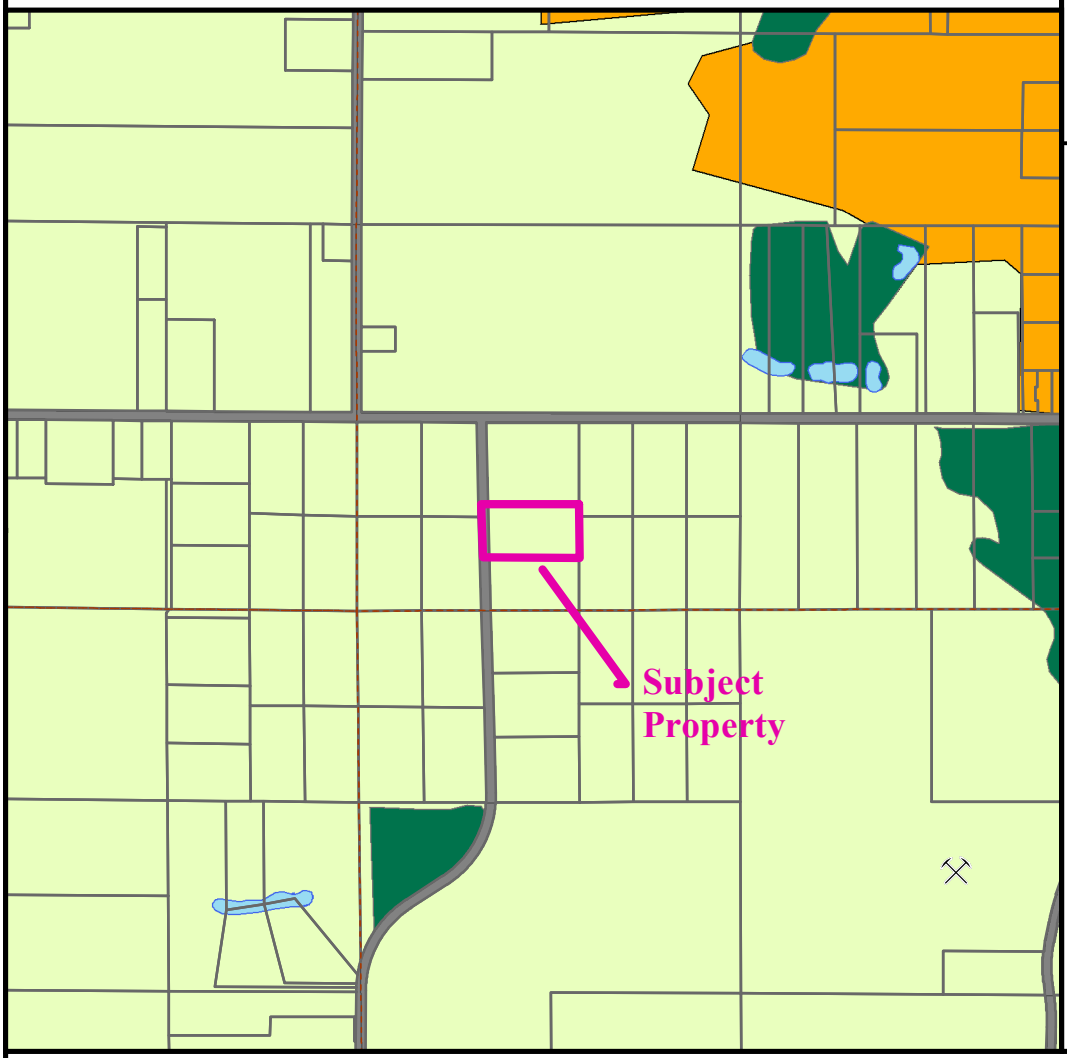
Current Zoning
A-1C Agriculture

Adjacent Zoning

North: A-1 Agriculture
South: A-1 Agriculture
East: A-1 Agriculture
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

Agriculture

- 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

Seneca Township: FA Future Agriculture

Woodstock: N/A

McHenry County 2030 Comprehensive Plan — Text Analysis

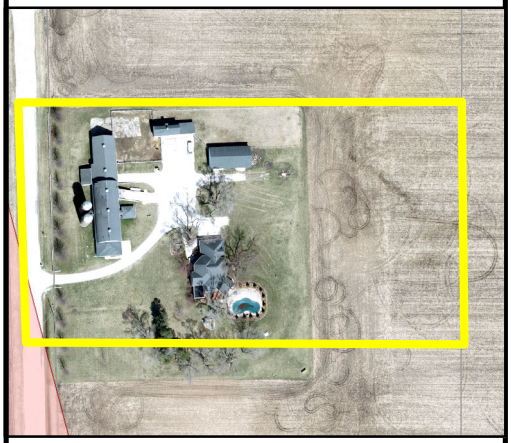
Land Use

AGRICULTURAL – represents existing agricultural acres, including cropland, pastureland, farm yards, and farmsteads, that should remain in agricultural use through the 2030 planning horizon. Development in the Agricultural District should be strictly limited to agriculture, agricultural residences, and agricultural support uses. (p. 134)

Sensitive Aquifer Recharge Areas

The site IS NOT located in a zone with elevated contamination potential.

Sensitive Aquifer Recharge Areas (SARA)



- Sensitive Recharge Area

McHENRY-LAKE COUNTY
SOIL & WATER
CONSERVATION DISTRICT

1648 S. Eastwood Dr. Woodstock, Illinois 60098 (815) 338-0444 ext. 3 www.mchenryswcd.org

September 23, 2025

Bill Hughes
910 Hobe Rd.
Woodstock, IL 60098

Re: Parcel # 12-02-300-009
Common Location: 910 Hobe Rd., Woodstock, IL
NRI# L25-084-4745
Zoning Change: Conditional Use Permit renewal

Dear Mr. Hughes:

The McHenry-Lake County Soil and Water Conservation District has carefully reviewed your application for Natural Resource Information Report on the Land Trust Co. No. HTX7029, William C. Hughes, Innoquest, Inc. property as applied for in Report #25-084-4745. Due to the amount of previously disturbed soils on the site, the SWCD finds that impact to natural resources from the proposed use is minimal for the purposes of the NRI report. A full Natural Resource Information Report will not be necessary.

No floodplain or wetlands were found on the site from office maps. Our wetland inventory is for informational and planning purposes only. Any proposed drainage work, in wet areas, requires a certified wetland delineation. If drainage work is to occur, please contact the Army Corps of Engineers and McHenry County Department of Planning & Development for permit information.

This letter fulfills your requirement to notify the SWCD of land use changes as per the Illinois Compiled State Statutes, Chapter 70, Par. 405/1 et seq. Illinois Revised Statutes, Ch. 5, Par 106 et seq. and the McHenry County Stormwater Ordinance. If you have any questions concerning this letter, feel free to call our office.

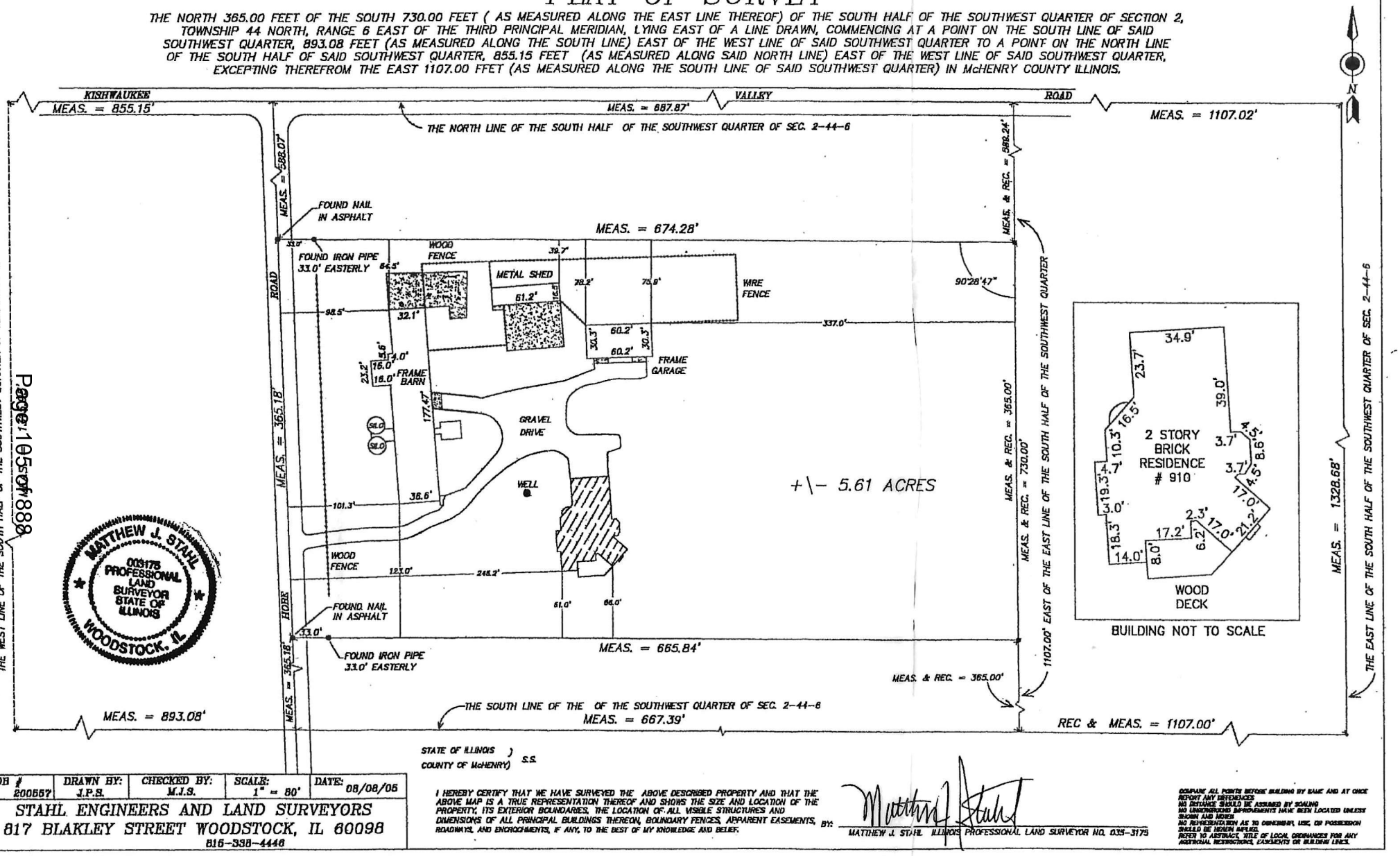
Sincerely,

Spring M. Duffey
Executive Director

cc. McHenry County Department of Planning and Development

PLAT OF SURVEY

THE NORTH 365.00 FEET OF THE SOUTH 730.00 FEET (AS MEASURED ALONG THE EAST LINE THEREOF) OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 44 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN, COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 893.08 FEET (AS MEASURED ALONG THE SOUTH LINE) EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER, 855.15 FEET (AS MEASURED ALONG SAID NORTH LINE) EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER, EXCEPTING THEREFROM THE EAST 1107.00 FFET (AS MEASURED ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER) IN McHENRY COUNTY ILLINOIS.



MATTHEW J. STAHL 035175 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS WOODSTOCK, IL

JOB #	DRAWN BY:	CHECKED BY:	SCALE:	DATE:
200567	J.P.S.	M.J.S.	1" = 80'	08/08/06

STAHL ENGINEERS AND LAND SURVEYORS
817 BLAKLEY STREET WOODSTOCK, IL 60098
815-338-4446

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

I HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS, ROADWAYS, AND ENCROACHMENTS, IF ANY, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: Matthew J. Stahl
MATTHEW J. STAHL ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3175

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCES
NO DISTANCE SHALL BE ASSUMED BY SCALING
NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED UNLESS SHOWN AND NOTED
NO REPRESENTATION AS TO OWNERSHIP, USE, OR POSSESSION SHALL BE HEREIN IMPLIED.
REFER TO ABSTRACT, TITLE OR LOCAL ORDINANCES FOR ANY ADDITIONAL RESTRICTIONS, EASEMENTS OR BUILDING LINES.

Page 105 of 888

0-200511-ZBA-119

IN THE MATTER OF THE APPLICATION OF	)	
MARZANO SOLAR LLC, *APPLICANT*	)	
FOR AN AMENDMENT OF THE UNIFIED DEVELOPMENT	)	Z25-0111
ORDINANCE OF McHENRY COUNTY, ILLINOIS FOR A	)	
CONDITIONAL USE	)	

WHEREAS, your Petitioner ***MARZANO SOLAR 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:

A PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE POST AT THE SOUTH EAST CORNER OF SAID SECTION 26 AND RUNNING THENCE NORTH 89 1/4° WEST ALONG THE SECTION LINE 39 CHAINS 74 LINKS TO THE QUARTER POST; THENCE NORTH 1/4° WEST ALONG THE QUARTER LINE 29 CHAINS 57 LINKS TO A POST; THENCE SOUTH 89 1/4° EAST 27 CHAINS 66 LINKS TO A POST; THENCE SOUTH 22 1/4° EAST 31 CHAINS 89 LINKS TO THE PLACE OF BEGINNING IN MCHENRY COUNTY, ILLINOIS, EXCEPTING AND RESERVING THEREFROM THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 26; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 1310.6 FEET TO THE CENTER LINE OF OHNSTAD ROAD; THENCE NORTHERLY, ALONG SAID CENTER LINE, A DISTANCE OF 511.26 FEET FOR THE PLACE OF BEGINNING THENCE CONTINUING NORTHERLY, ALONG SAID CENTER LINE, A DISTANCE OF 365.54 FEET TO THE CENTER LINE OF LUCAS ROAD; THENCE NORTHEASTERLY, ALONG THE CENTER LINE OF LUCAS ROAD, A DISTANCE OF 899.0 FEET; THENCE SOUTH 22 DEGREES 15 MINUTES EAST ALONG A LINE THAT IF EXTENDED SOUTHEASTERLY WOULD INTERSECT THE SOUTHEAST CORNER OF SAID SECTION 26, A DISTANCE OF 366.89 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF LUCAS ROAD A DISTANCE OF 641.81 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 80 DEGREES 50 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 73.36 FEET TO A POINT ON A LINE THAT IS PERPENDICULAR TO THE CENTER LINE OF OHNSTAD ROAD AT THE PLACE OF BEGINNING; THENCE WESTERLY ALONG SAID PERPENDICULAR LINE WHICH FORMS AN ANGLE OF 91 DEGREES 26 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 393.69 FEET TO THE PLACE OF BEGINNING. BEING SITUATED IN DORR TOWNSHIP, MCHENRY COUNTY, ILLINOIS, AND CONTAINING 8.330 ACRES, MORE OR LESS.

PIN 13-26-400-002

Commonly known as 9310 West Lucas Road, Crystal Lake, 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 ***92 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 6 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 Kimley-Horn, dated January 14, 2026.
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. Recommendations made by the Illinois Department of Natural Resources in their November 26, 2025, letter to the applicants shall be followed.
7. Fencing shall be provided in compliance with the National Electrical Code (NEC), as applicable, and shall be of a woven wire agricultural style, containing a 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.
8. 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.
9. 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 Kimley-Horn, dated January 14, 2026.
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.
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8. 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.
9. 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



VICINITY MAP



NOT TO SCALE

GRAPHIC SCALE IN FEET
0 75 150 300

NORTH

LEGEND

PROJECT BOUNDARY (PER KMZ FILE, PROVIDED BY CULTIVATE ON 11/07/2025)	
ROAD CENTERLINE (TRACED PER AERIAL)	
ROAD LABEL	LUCAS RD
PROPERTY LINE (PER MCHENRY COUNTY GIS 11/17/2025)	
PROPERTY LINE SETBACK (PER MCHENRY COUNTY ZONING ORDINANCE)	
RESIDENTIAL STRUCTURE SETBACK (PER MCHENRY COUNTY ZONING ORDINANCE)	
EX. RESIDENCE/STRUCTURE (TRACED PER AERIAL)	
EX. OVERHEAD ELECTRIC (TRACED PER AERIAL)	EX OHE
EX. UTILITY POLE (TRACED PER AERIAL)	
EX. VEGETATION AREA (TRACED PER AERIAL)	
EX. NWI WETLAND (DOWNLOADED PER NWI ON 11/18/2025)	
NWI WETLAND BUFFER (PER MCHENRY COUNTY STORMWATER ORDINANCE)	
EX. ADID WETLAND (DOWNLOADED PER MCHENRY COUNTY GIS ON 11/18/2025)	
ADID WETLAND BUFFER (PER MCHENRY COUNTY STORMWATER ORDINANCE)	
EX. HISTORICAL FLOOD ZONES (TRACED PER MCHENRY COUNTY GIS)	
FEMA FLOOD ZONE (TRACED PER MCHENRY COUNTY GIS)	
FEMA FLOOD ZONE BUFFER (ASSUMED)	
EX. CONTOURS	XXX
EX. FLOW DIRECTION AND SLOPE	XX%
EX. WELLS	W
EX. WELL BUFFER	
EX. HYDROCARBON PIPELINE	
EX. PIPELINE EASEMENT (ASSUMED)	
PR. FENCE	X X
PR. PANEL LIMITS	
PR. OVERHEAD ELECTRIC	OHW
PR. UNDERGROUND ELECTRIC	UGE UGE
PR. GRAVEL ACCESS ROAD	
PR. UTILITY POLE	
PR. EQUIPMENT PAD	
PR. SOLAR ARRAY	
PR. STAGING AREA	
PR. VEGETATIVE SCREENING	

NOTES

1. THE PURPOSE OF THIS PLAN IS FOR SPECIAL USE PERMIT REVIEW AND APPROVAL BY MCHENRY COUNTY TO CONSTRUCT A SOLAR ENERGY SYSTEM.
2. THIS PLAN WAS PRODUCED UTILIZING GIS RESOURCES AND INFORMATION FROM MULTIPLE SOURCES, INCLUDING MCHENRY COUNTY, GOOGLE EARTH, NATIONAL WETLAND MAPPING INVENTORY, AND USGS TOPOGRAPHIC INFORMATION.
3. SUBJECT PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AS SHOWN ON THE FLOOD INSURANCE RATE MAP (COMMUNITY PANEL 17111C0200J) PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
4. THE LOCATIONS OF PROPOSED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO: ACCESS ROAD, FENCING, SOLAR ARRAY RACKING, INVERTER/TRANSFORMER PADS, OVERHEAD POLES AND LINES, ETC., SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MODIFICATION DUE TO SITE CONDITIONS, ADDITIONAL PERMITTING REQUIREMENTS, EQUIPMENT SPECIFICATIONS, AND/OR OTHER CONSTRAINTS DURING FINAL ENGINEERING.
5. STORMWATER MANAGEMENT FACILITIES TO BE PROVIDED AS REQUIRED BY COUNTY AND/OR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMITTING. REQUIREMENTS TO BE DETERMINED DURING FINAL ENGINEERING.
6. A SOIL EROSION AND SEDIMENT CONTROL PLAN THAT MEETS THE NPDES STANDARDS WILL BE PROVIDED TO THE COUNTY DURING FINAL ENGINEERING.
7. SETBACKS SHOWN ON THIS PLAN ARE BASED ON MCHENRY COUNTY ZONING ORDINANCE.
8. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE TO PROVIDE SIGNS, BARRICADES, WARNING LIGHTS, GUARD RAILS, AND EMPLOY FLAGGERS AS NECESSARY WHEN CONSTRUCTION ENDANGERS EITHER VEHICULAR OR PEDESTRIAN TRAFFIC. THESE DEVICES SHALL REMAIN IN PLACE UNTIL TRAFFIC MAY PROCEED NORMALLY AGAIN.
9. PANELS SHALL NOT EXCEED 20 FEET IN HEIGHT WHEN ORIENTED AT MAXIMUM TILT.
10. THE FACILITY WILL BE PLANTED WITH LOW-PROFILE PRAIRIE SPECIES, USING A MIX APPROPRIATE FOR THE REGION AND SOIL CONDITIONS PER ILLINOIS DEPARTMENT OF NATURAL RESOURCES (IDNR) STANDARDS.

SITE DATA TABLE

PIN #'S	13-26-400-002
PROPERTY OWNER	HILDEGARD A TR ET AL KLAGUES
SITE ADRESS	9310 LUCAS RD, CRYSTAL LAKE, IL, 60012
ZONING JURISDICTION	MCHENRY COUNTY, IL
CURRENT LAND USE	AGRICULTURAL
PROPOSED USE	SOLAR ENERGY SYSTEM
PROJECT BOUNDARY AREA	39.2 ± AC
AREA WITHIN FENCE	28.5 ± AC
PRELIMINARY SOLAR AREA	21.7 ± AC
PROPERTY LINE/RIGHT OF WAY SETBACK	50 FT
OCCUPIED DWELLING SETBACK	150 FT
MWDC/MWAC	6.5/4.3
ESTIMATED NUMBER OF MODULES	10,750
GROUNDCOVER RATIO (GCR)	33%

No	REVISIONS	DATE

CULTIVATE POWER

Kimley»Horn

© 2026 KIMLEY-HORN AND ASSOCIATES, INC.

570 LAKE COOK RD SUITE 200
DEERFIELD, IL 60015
WWW.KIMLEY-HORN.COM

PRELIMINARY NOT FOR CONSTRUCTION

KHA PROJECT	268262059
ORIGINAL DATE	01/14/2026
SCALE	AS SHOWN
DESIGNED BY	SFH
DRAWN BY	MAM
CHECKED BY	GPC

ZONING SITE PLAN

MARZANO SOLAR, LLC
MCHENRY COUNTY, IL

SHEET NUMBER
EX-1

Drawing name: K:\CHI_LIVE\268262059\...\Marzano_IL\2 Design\CAD\Exhibits\Zoning Site Plan.dwg Layout: Jan 14, 2026 1:10pm by: Jenna.Elliott
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Correct. Yes.

Linnea Kooistra:

Okay. Do you have a closing statement?

Marc Gershon:

Sure. I'm going to make it short just because I appreciate the questions and the comments. We, again, specifically designed the project. I think as you've heard from both your comments and from neighbor's comments, that we've met all of your requirements for it. We've tried to do it being sensitive to the area, and probably the interest is a great example of that. Moving it enough so you get the traffic distance you want, but also not moving it further so it sort of backs other things and we did that intentionally. Again, I point to all of your requirements and the conditions, but admittedly, I really appreciate. It's why I like coming to sport. You guys actually read it because you questioned me on those items, so that's ... I know you've seen them, but obviously if there's anything we have a question on, please let us know.

And with that, unless you've got anything further, we truly appreciate your time and consideration. We appreciate the neighbors who both worked with Paul up till now and who came today to speak and we look forward to moving forward and would appreciate your support.

Linnea Kooistra:

We only have six members here today and you're entitled to seven. So would you like to go ahead with a six member vote?

Marc Gershon:

We would like to go ahead. Thank you.

Linnea Kooistra:

So at this time, we'll close the hearing portion of the meeting and we'll move on to the voting portion of the meeting in the staff report. And then also they're up on the screen. You have the proposed conditions from staff. I won't read through them as long as they've been in the report and they're on the screen. Does anyone have any additions?

Vicki Gartner:

No.

Mary Donner:

No, thank you.

Linnea Kooistra:

Okay. Is there a motion to approve the proposed conditions from staff.

Vicki Gartner:

So moved.

Duane Dahlman:
Second.

Linnea Kooistra:
And Ms. Gardner, seconded by whom?

Vicki Gartner:
Duane.

Linnea Kooistra:
Second by Mr. Dahlman.
I'll call for the vote. Ms. Gartner?

Vicki Gartner:
Yes.

Linnea Kooistra:
Mr. Kosin?

Robert Kosin:
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 vote yes. So the conditions are approved six to zero. At this time, I would take a motion to approve this request.

William Kurnik:

So moved, Madam Chair.

Linnea Kooistra:

Moved by Mr. Kurnik. Is there a second?

Vicki Gartner:

I'll second.

Linnea Kooistra:

Second, Ms. Gartner. Discussion, Mr. Kurnik.

William Kurnik:

I would just like to point out, as I mentioned during my questioning, pages five through 18 of the narrative that the petitioner has submitted, I think fairly and accurately demonstrate that all of the requirements of the section 16.56.030 subparagraphs PP have been complied with. Having said that, given the fact that the facts show compliance with that, we are obligated to grant the variance as grant the petition as requested. That's my only comment. It's a lot shorter than what Charlie would say.

Linnea Kooistra:

Mrs. Gartner.

Vicki Gartner:

I'll keep it short too. I appreciate the presentation that you made and the information that you gave us and the answers to our questions, because I know we ask a lot of questions. And I also want to say that this is in a pretty low impact area as far as neighbors. Yes, there are some, but this is a much lower population than a lot of them that we see. So even though this is a bigger site, this is a larger capacity than we've been seeing. But I think that this is a good place for this. And overall, I am in favor.

Linnea Kooistra:

Okay. Mr. Kosin.

Robert Kosin:

Thank you, Madam Chairman. I will not exhaust whatever remaining time is before this board, other than to say I'm very supportive of this conditional use, recognizing that it indeed fulfills the standards, but more so it provided us with a purported deep dive into both how it is accommodating the particularities of the site, the interests of the neighbors, and the use of community engagement in that regard. And for those reasons, I will be supporting that petition.

Linnea Kooistra:

Ms. Donner.

Mary Donner:

I appreciate the professionalism of this group. Presented it well, understood by all, I think. And I agree with everyone I've heard so far. I will be in support of this petition.

Linnea Kooistra:

Mr. Dahlman?

Duane Dahlman:

I want to thank petitioner for the thoroughness and completeness of their application. A lot of information there, studied it multiple times. I'll be supporting this, but my only concern is the traffic flow along Lucas Road during construction. That's going to be a local issue and you're going to have to deal with it sometime. So thank you.

Linnea Kooistra:

And I agree with my colleagues and I believe the state and local standards in our ordinance and the state standards have been met. And so as Mr. Kurnik said, we're obligated to approve this and I think it's a good project. So I'll call for the vote. Ms. Gartner.

Vicki Gartner:

Yes.

Linnea Kooistra:

Mr. Kosin?

Robert Kosin:

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 petition is approved six to zero and we'll go to the county board. At this time, our hearings close. Thank you, everyone.

Paul Bottum:

Thank you very much.

Calvin Carlson:

Thank you, everyone.

Paul Bottum:

Appreciate it.

Marc Gershon:

Thank you.

MCHENRY COUNTY

ZONING BOARD OF APPEALS

MINUTES ● March 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 – Z25-0111

1. **APPLICANT:** Marzano Solar, 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 roughly 92 acres and is located on the north side of Lucas Rd, approximately 1,200 feet west of the intersection of Lucas Rd and US Route 14 in Dorr Twp; 9310 W Lucas Rd, Crystal Lake, IL. PIN 13-26-400-002

4. **DATE AND TIME OF HEARING AND VOTING MEETING:** March 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, Robert Kosin, Mary Donner, William Kurnik, Duane Dahlman

   B. Witness: Paul Bottum, Cultivate Power, Inc.; Jenna Elliott – Engineer, Kimley-Horn; Calvin Carlson – Engineer, Kimley-Horn

   C. Attorney: Mark Gershon

   D. Public: Kim Scharlow – County Staff, Kit GearhartSchinske – County Staff, Nick Platta, Kate Platta, Carl Vogelsang, Jack Bragg, Greg Parkhouse, Jane Parkhouse

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. Mr. Gershon introduced

himself, the applicants, property owner and gave an opening statement. Mr. Bottum discussed the application and the site.

Applicant Testimony

- Project Overview
  - Proposed community solar facility up to 4.3 MW capacity, serving ~950 homes.
  - Located on a 91-acre parcel, with 28.5 acres fenced and developed.
  - Zoned agriculture; compatible with surrounding land uses.
- Project Benefits
  - Estimated $677,000 total tax revenue over 40-year lifespan (approx. $23,000 annually vs. $3,600 current).
  - Approximately $6 million private investment (excluding interconnection costs).
  - Creation of ~20 prevailing wage construction jobs over 4–6 months.
  - Provides renewable energy and subscriber-based utility savings.
  - Temporary land use; land can return to agriculture post-decommissioning.
- Site Design & Operations
  - Dual-array layout with central access corridor for landowner use.
  - Setbacks: 50 ft from lot lines; 150 ft from non-participating residences.
  - Vegetative screening: native evergreens and shrubs; maturity within ~5 years.
  - Minimal concrete (two equipment pads only).
  - No lighting, no battery storage, and no significant tree removal (potentially one tree).
  - Noise: inverters ~67 dB at 10 meters; negligible at property boundaries.
- Infrastructure & Engineering
  - Underground electrical collection with limited above-ground cabling (cab system).
  - Interconnection requires ~0.8 miles of Commonwealth Edison line upgrades (~$1.6 million).
  - Compliance with stormwater, floodplain, and drainage requirements; improved infiltration expected.
  - Wetlands buffered by at least 50 feet.
- AIMA (Agricultural Impact Mitigation Agreement)
  - State-mandated agreement (not negotiated by applicant).
  - Includes: Topsoil protection, Drain tile repair/replacement, Decommissioning requirements, Financial assurance (bonding up to 100% by year 11)
- Decommissioning
  - Removal within 12 months of end of life.
  - Land restored to pre-project condition.
  - Financial assurance updated every 10 years.
- Community Engagement
  - Outreach conducted to:
    - Dorr Township officials
    - City of Crystal Lake
    - Nearby residents (3 contacted)
  - Primary concern: screening/visual impact
  - Coordination with:
    - Fire Protection District (training support offered)
    - McHenry County College (potential partnership)

- Local schools (solar education program)

Board Member Questions & Discussion

Location & Jurisdiction

- Confirmed project borders the City of Crystal Lake.
- City had no objections, only informational engagement.

Landscaping & Screening

- Clarification requested on native plant mix and compliance with county vegetation standards.
- Screening design (staggered evergreens) and initial planting height (~3–4 ft) discussed.

Ordinance Compliance

- Applicant confirmed:
  - Full compliance with Unified Development Ordinance.
  - Anti-glare panel coatings included.
  - Wetland impacts minimized with required buffers.

Noise & Operations

- Noise limited to inverters/transformers; no nighttime noise.
- Sound diminishes exponentially with distance.

Engineering & Utilities

- Clarification of cab (cable management) system:
  - Above-ground racking between panels; largely not visible.
  - Meets National Electric Code standards.
- Electrical efficiency and line loss considerations discussed.

Roads & Access

- No road use agreement required per Dorr Township.
- Access permit still required; haul route submitted.

Company Experience

- Cultivate Power:
  - Founded 2022
  - 6 operational projects; ~15 in development
  - Team has extensive prior industry experience

Ownership & Operations

- Developer may transfer project to long-term owner/operator.
- Community commitments expected to transfer with ownership.

Environmental & Site Conditions

- No battery storage proposed.
- Two wells identified; further verification needed.
- Stormwater impacts expected to improve conditions vs. row crops.

Security & Safety

- Fencing includes wildlife gap (6 inches) per IDNR guidance.
- Site monitored 24/7.
- No objection to emergency access features (e.g., Knox box).

Chair Kooistra opened the hearing to questions from the public. Members of the public asked questions about insurance coverage of the project site, drainage and duration of projected tax revenue. The applicant responded that the project site will have property insurance that is separate from the decommissioning bond; drainage will improve due to vegetation; and forty (40) years of projected tax revenue.

Staff gave their report. The subject property is zoned "A-1" agriculture district. The surrounding zoning is Agriculture to the East and South and the City of Crystal Lake to the North, East and West. The current land use is agriculture. There are agriculture uses to the North, East, South and West. There are single-family residential and communications uses by Commonwealth Edison to the South. The future land use designation is indicated as environmentally sensitive and residential.

Ms. Kooistra opened the floor to comments from the public. Members of the public expressed concern about property values and screening, traffic during construction. The applicant responded that they are prepared to add vegetative screening to any areas that are sparse on the East side.

Mr. Gershon gave a closing statement. Ms. Kooistra stated that there were only six (6) members of the Zoning Board of Appeals present and asked the applicant if they would like to proceed to a vote or schedule to a date certain with a full board of seven (7) members. Mr. Gershon stated that they would like to proceed today.

Ms. Kooistra closed the testimony portion of the hearing.

9. SOIL AND WATER CONSERVATION DISTRICT REPORT:
For further information refer to report number: 25-114-4775

10. ILLINOIS DEPARTMENT OF NATURAL RESOURCES:
The consultation was received for this application.

11. SUMMARY OF VOTING MEETING DISCUSSION:
Chair Kooistra opened the voting meeting immediately following the hearing.

Ms. Gartner motioned to accept the conditions as stated. Mr. Dahlman seconded the motion. Motion carried (6-0).

- No discussion followed.

Mr. Kurnik motioned to accept the petition subject to the conditions. Ms. Gartner seconded the motion. Motion carried (6-0).

- Mr. Kurnik, Mr. Kosin and Ms. Kooistra stated that all state and county standards have been met.
- Ms. Gartner stated that the subject parcel is in a good site due to lower population density.

- Mr. Kosin stated that project has addressed the specifics of the site, the interests of the neighbors.

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:

6 – 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 Kimley-Horn, dated January 14, 2026.

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. Recommendations made by the Illinois Department of Natural Resources in their November 26, 2025, letter to the applicants shall be followed.

7. Fencing shall be provided in compliance with the National Electrical Code (NEC), as applicable, and shall be of a woven wire agricultural style, containing a 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.

8. 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.

9. 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.

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: #Z25-0111

PINs: 13-26-400-002

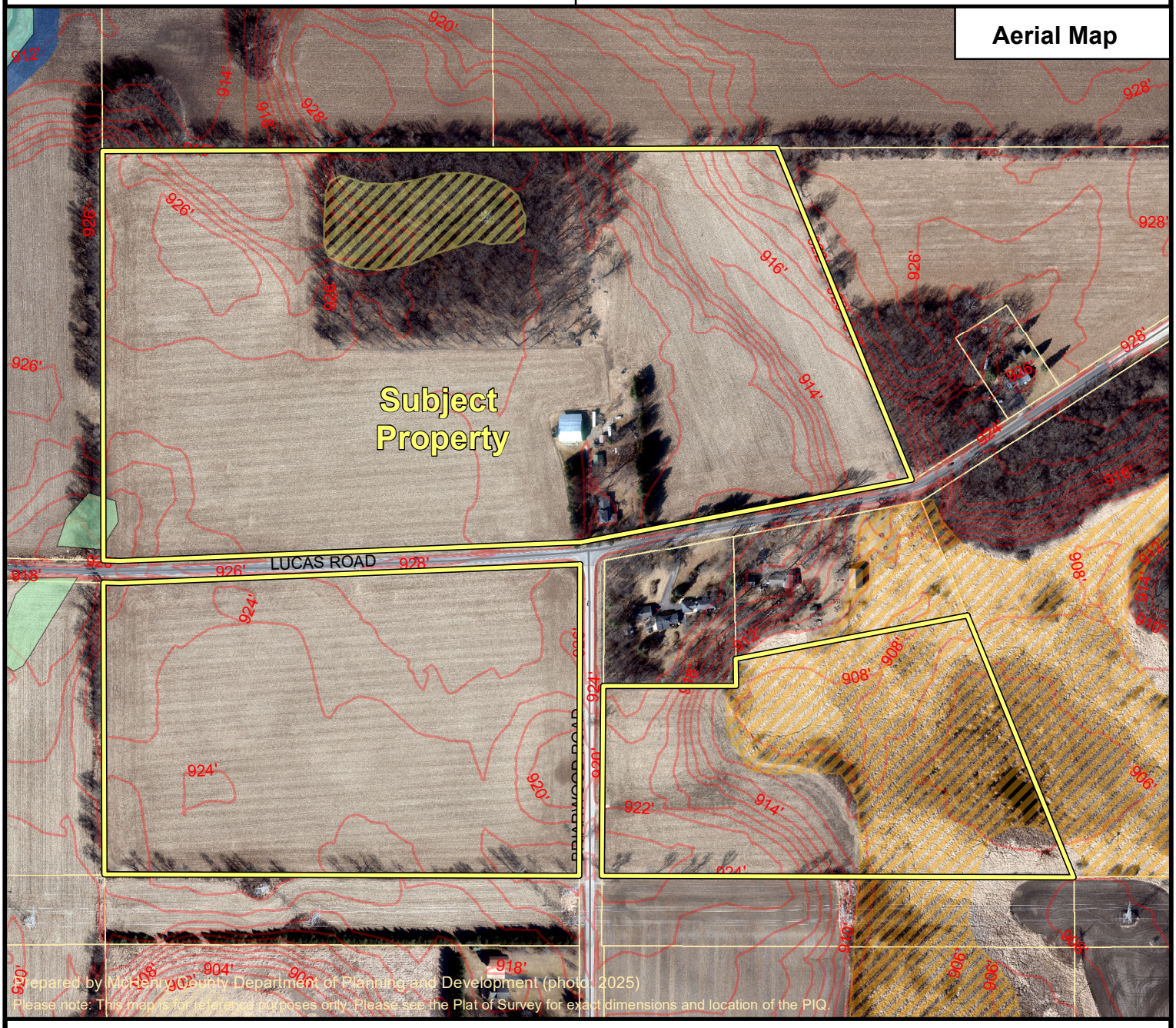
Location: The property consists of roughly 92 acres and is located on the north side of Lucas Rd, approximately 1,200 feet west of the intersection of Lucas Rd and US Route 14 in Dorr Twp; 9310 W Lucas Rd, Crystal Lake, IL

Hearing: March 25, 2026

Applicant: Marzano Solar, 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)

Feet
200 100 0 200 400
1 inch equals 400 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 ninety-two (92) acres, of which approximately twenty-eight (28) acres is to be utilized for the solar facility, and is zoned A-1 Agriculture District. According to aerial photography, the property contains a residence and multiple farm buildings, as well as a wooded area. The remainder of the property appears to be in crop cultivation. The subject property is divided north from south by Lucas Road. The proposed solar array, along with all supporting equipment, is proposed to be located north of the road.

According to the narrative, the applicant is proposing a 4.3-megawatt commercial solar energy facility, enclosed by a seven (7)-foot tall 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, east and west and agricultural and single-family residential to the south. The surrounding zoning consists of A-1 Agriculture to the south and east and the City of Crystal Lake to the north, east and west.

2030 Comprehensive Plan Future Land Use Map

The proposed conditional use permit is not consistent with the County's future land use designation of Residential.

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 (#25-114-4775) indicates that the LE score is 88.50 out of a possible 100 regarding soils for crop production. This is due, in part, to approximately 87.6 percent of the parcel being designated as prime farmlands. 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 found record of potential protected resources in the vicinity of the project location – Blanding's Turtle - but concluded that adverse effects were unlikely, as long as the applicants adopted their recommendations as outlined in their November 26, 2025, letter. The endangered species consultation was closed.

"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 Kimley-Horn, dated January 14, 2026.

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. Recommendations made by the Illinois Department of Natural Resources in their November 26, 2025, letter to the applicants shall be followed.

7. Fencing shall be provided in compliance with the National Electrical Code (NEC), as applicable, and shall be of a woven wire agricultural style, containing a 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.

8. 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.

9. 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:

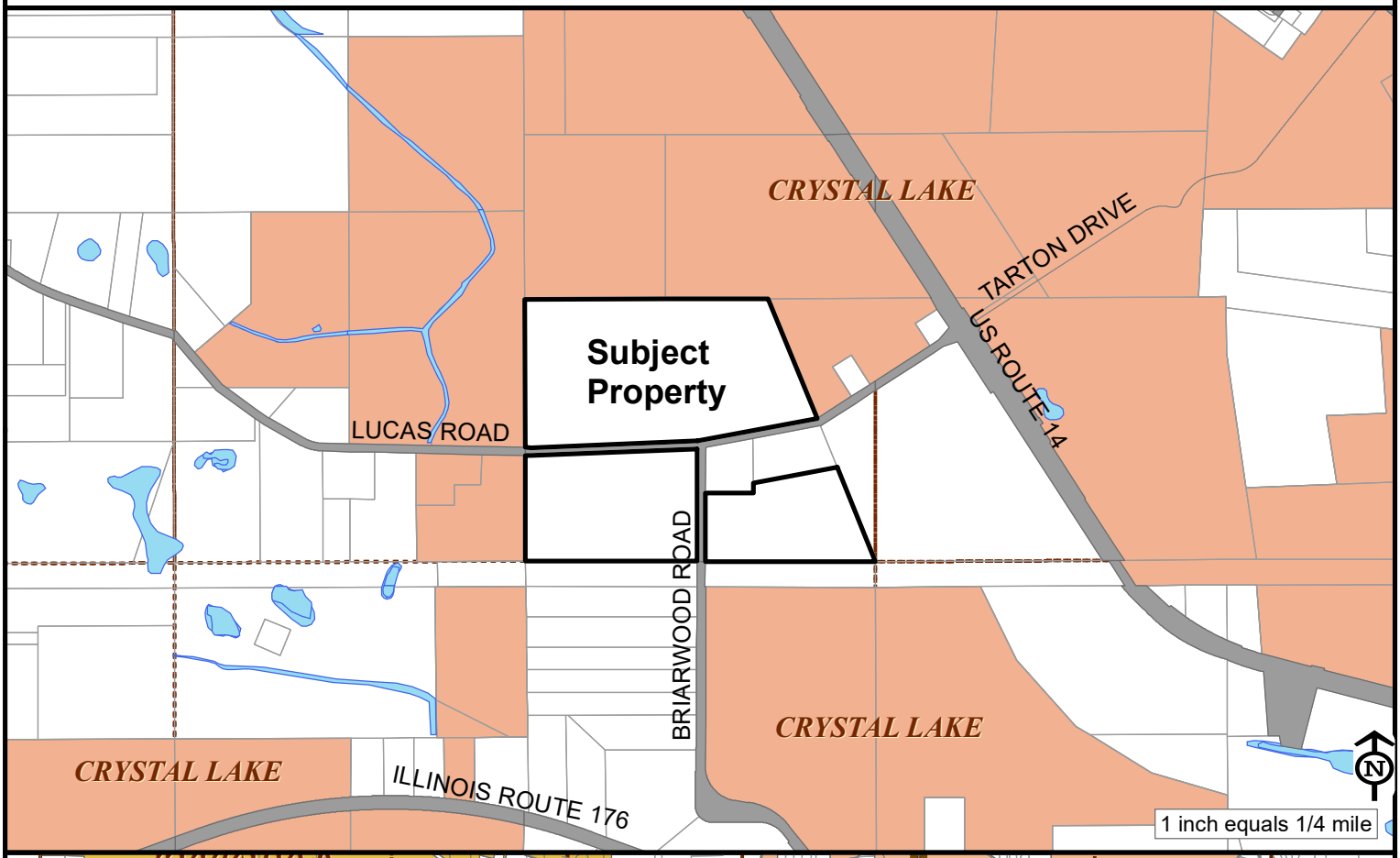
a. Prior to building permit issuance, the operator shall prepare a decommissioning plan which shows the final site conditions after the COMMERCIAL SOLAR ENERGY FACILITY has been removed from the property. Decommissioning

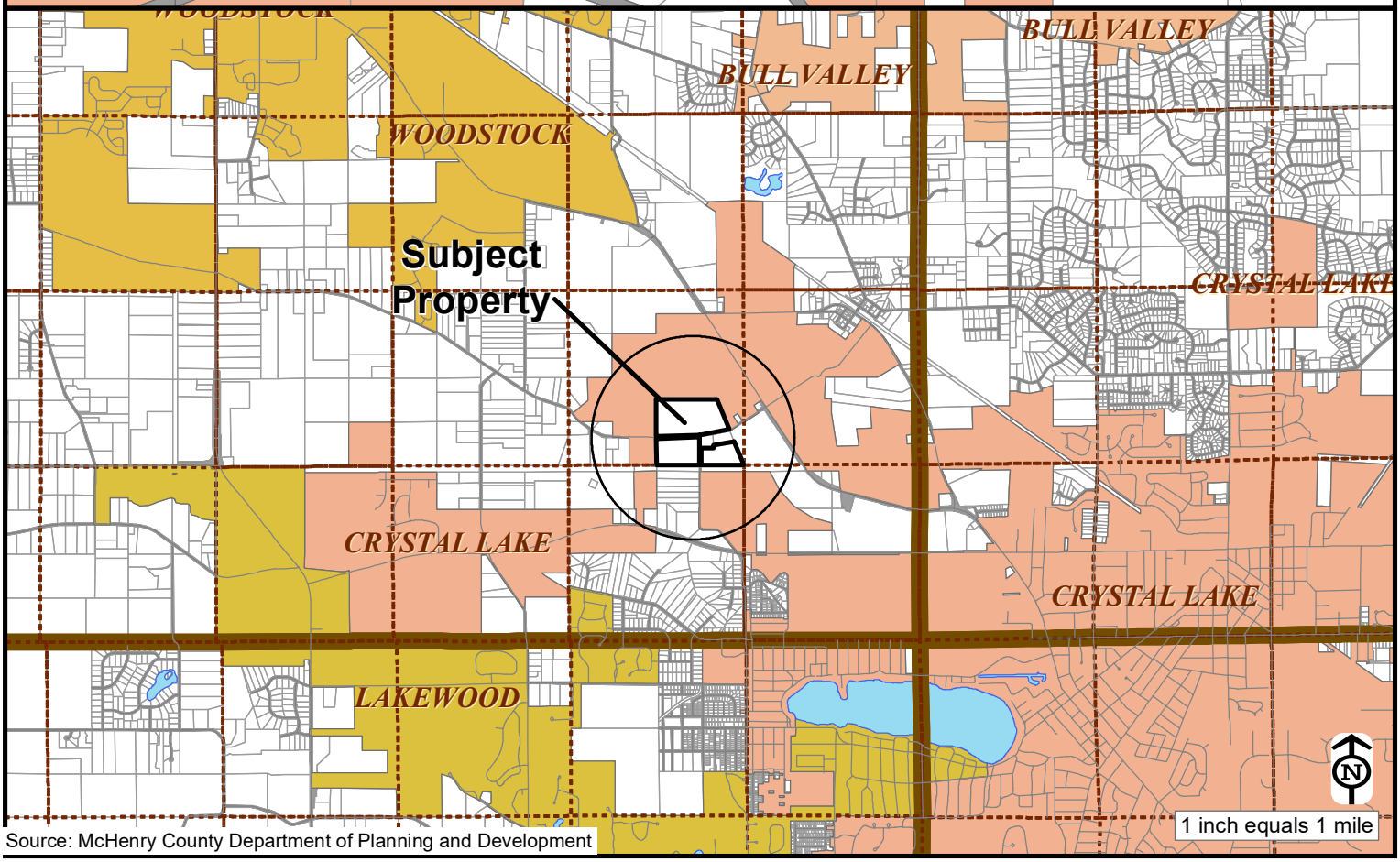
plans shall require removal of all solar panels, electrical equipment, poles, piles, foundations, and conduits (above and below ground). Access roads, fencing, groundcover, and landscaping may remain only by agreement of property owner.

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.

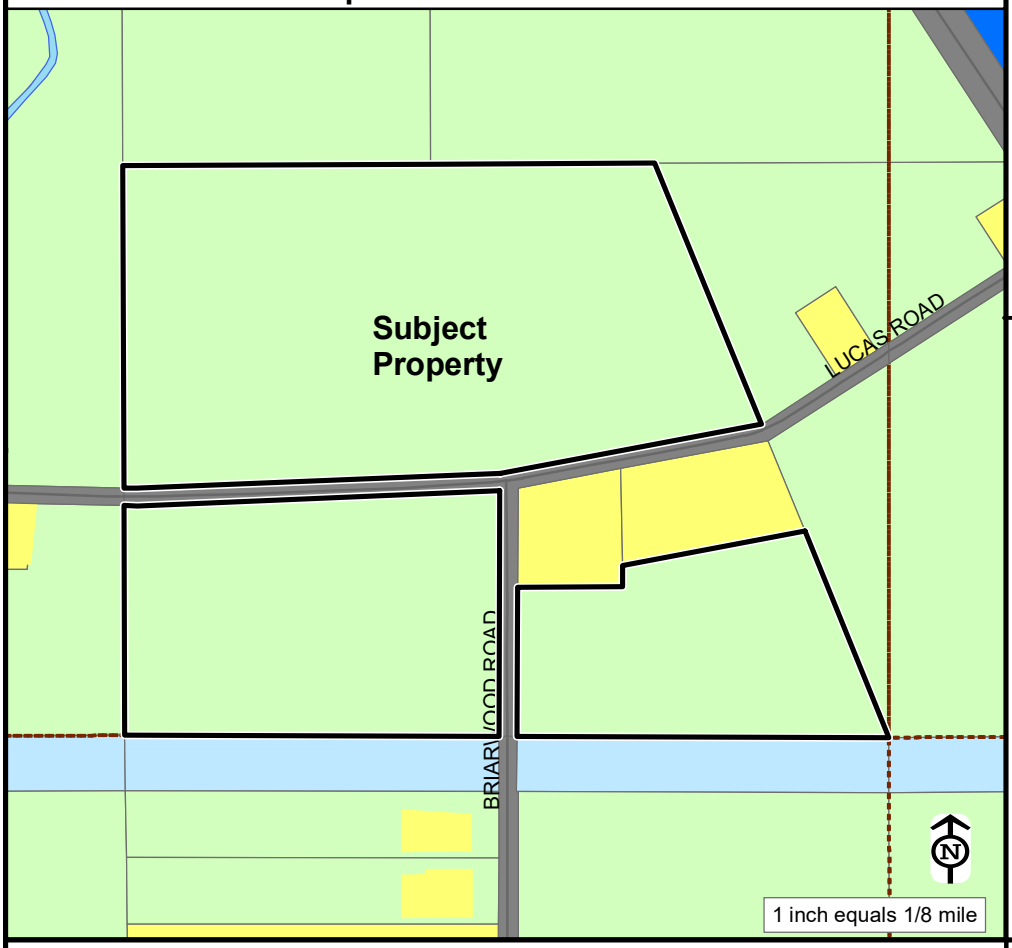
Location Map **9310 W. Lucas Road, Crystal Lake, Illinois** **Dorr Township**





Source: McHenry County Department of Planning and Development

Current Land Use Map



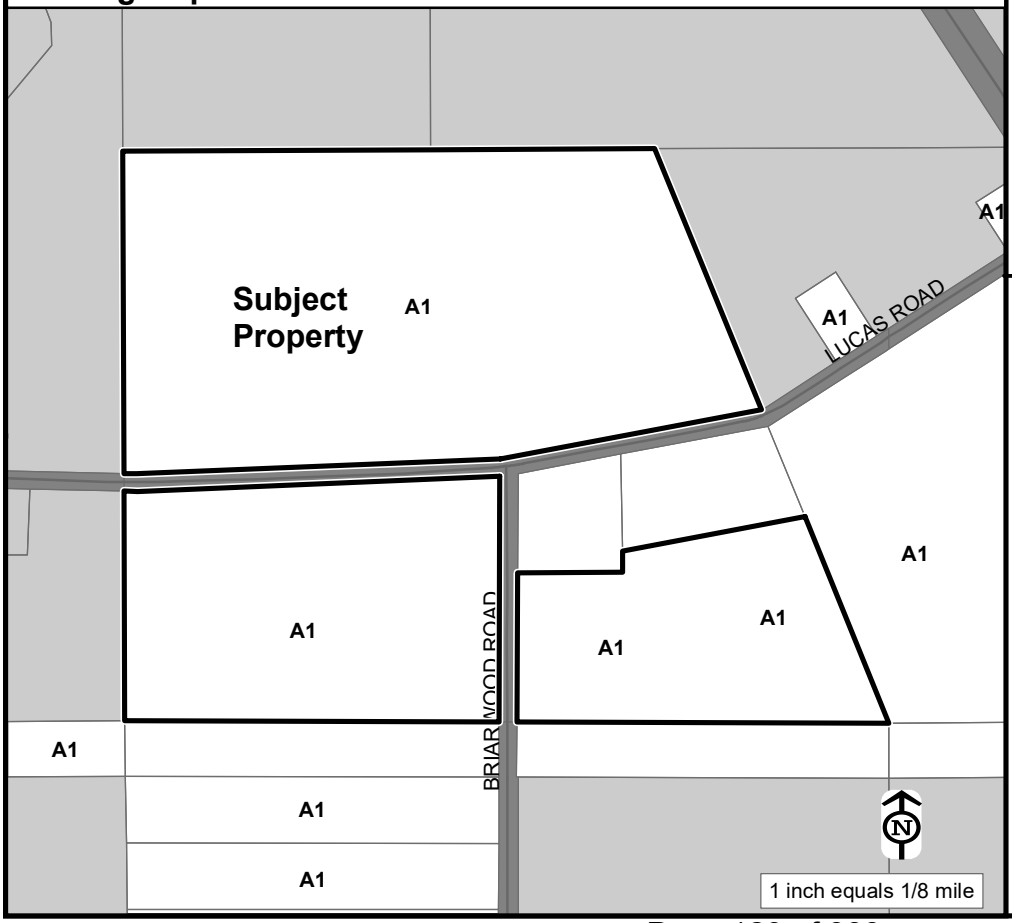
Current Land Use
Agriculture

Adjacent Land Use(s)

North: *Agriculture*
South: *Agriculture/Single-Family Residential/ Transportation, Communication, Utilities*
East: *Agriculture*
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



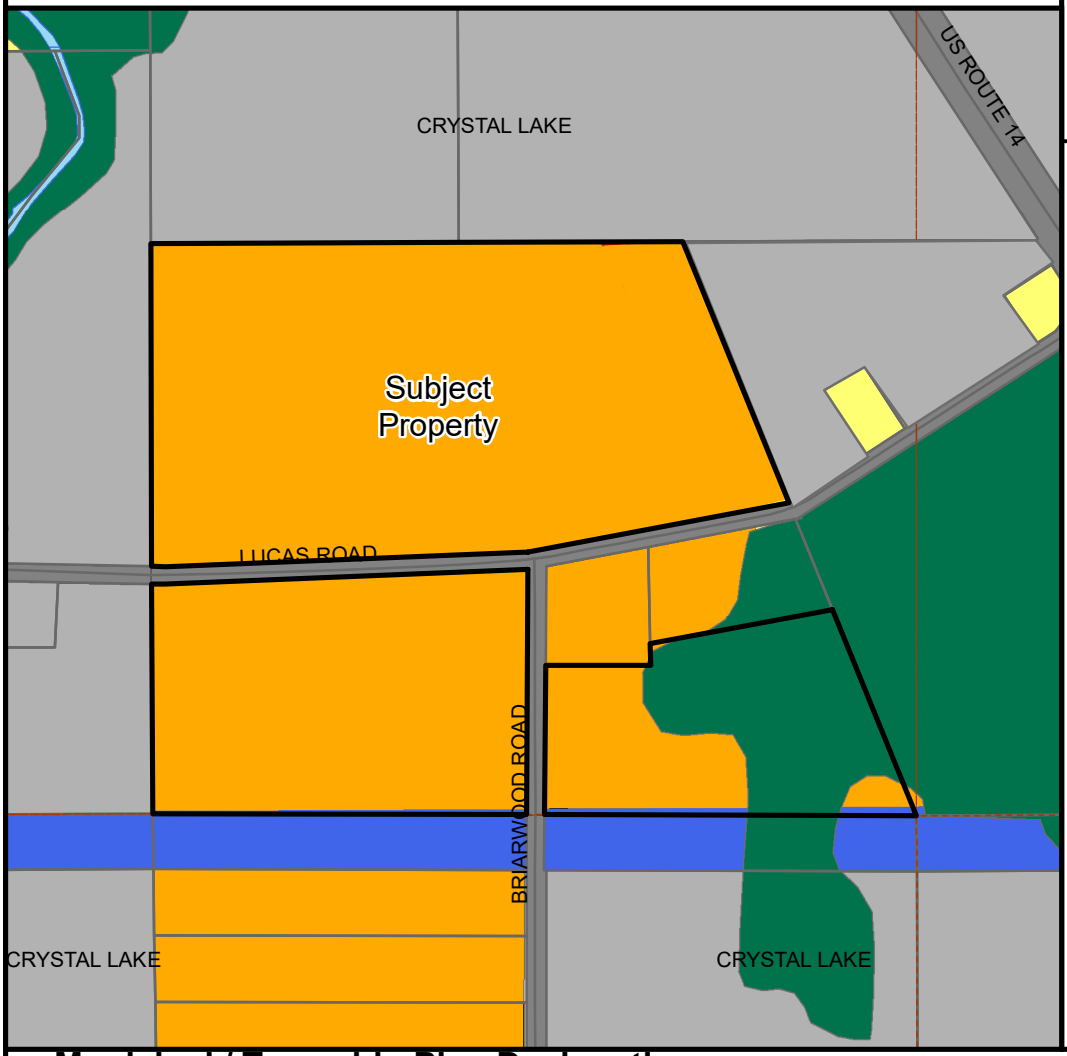
Current Zoning
A-1 Agriculture

Adjacent Zoning

North: City of Crystal Lake
South: A-1 Agriculture
East: A-1 Agriculture/City of Crystal Lake
West: City of Crystal Lake

- 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 = 1/8 mile

N

Municipal / Township Plan Designations

Dorr Township: Residential/Environmentally Sensitive

Crystal Lake: Estate Residential

Lakewood: No Designation

Woodstock: No Designation

McHenry County 2030 Comprehensive Plan — Text Analysis

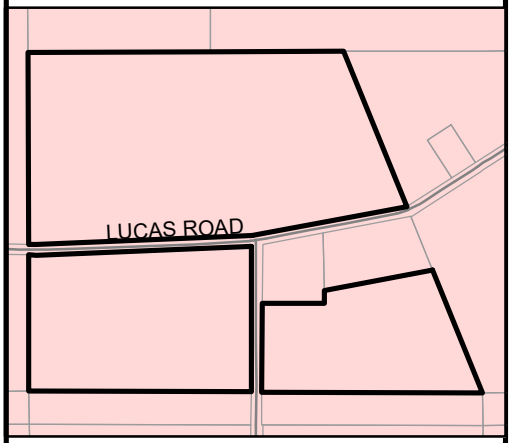
Land Use

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 located in a zone with elevated contamination potential.

Sensitive Aquifer Recharge Areas (SARA)





VICINITY MAP



NOT TO SCALE

GRAPHIC SCALE IN FEET
0 75 150 300

NORTH

LEGEND

PROJECT BOUNDARY (PER KMZ FILE, PROVIDED BY CULTIVATE ON 11/07/2025)	
ROAD CENTERLINE (TRACED PER AERIAL)	
ROAD LABEL	LUCAS RD
PROPERTY LINE (PER MCHENRY COUNTY GIS 11/17/2025)	
PROPERTY LINE SETBACK (PER MCHENRY COUNTY ZONING ORDINANCE)	
RESIDENTIAL STRUCTURE SETBACK (PER MCHENRY COUNTY ZONING ORDINANCE)	
EX. RESIDENCE/STRUCTURE (TRACED PER AERIAL)	
EX. OVERHEAD ELECTRIC (TRACED PER AERIAL)	EX OHE
EX. UTILITY POLE (TRACED PER AERIAL)	
EX. VEGETATION AREA (TRACED PER AERIAL)	
EX. NWI WETLAND (DOWNLOADED PER NWI ON 11/18/2025)	
NWI WETLAND BUFFER (PER MCHENRY COUNTY STORMWATER ORDINANCE)	
EX. ADID WETLAND (DOWNLOADED PER MCHENRY COUNTY GIS ON 11/18/2025)	
ADID WETLAND BUFFER (PER MCHENRY COUNTY STORMWATER ORDINANCE)	
EX. HISTORICAL FLOOD ZONES (TRACED PER MCHENRY COUNTY GIS)	
FEMA FLOOD ZONE (TRACED PER MCHENRY COUNTY GIS)	
FEMA FLOOD ZONE BUFFER (ASSUMED)	
EX. CONTOURS	XXX
EX. FLOW DIRECTION AND SLOPE	XX%
EX. WELLS	W
EX. WELL BUFFER	
EX. HYDROCARBON PIPELINE	
EX. PIPELINE EASEMENT (ASSUMED)	
PR. FENCE	X X
PR. PANEL LIMITS	
PR. OVERHEAD ELECTRIC	OHW
PR. UNDERGROUND ELECTRIC	UGE UGE
PR. GRAVEL ACCESS ROAD	
PR. UTILITY POLE	
PR. EQUIPMENT PAD	
PR. SOLAR ARRAY	
PR. STAGING AREA	
PR. VEGETATIVE SCREENING	

NOTES

1. THE PURPOSE OF THIS PLAN IS FOR SPECIAL USE PERMIT REVIEW AND APPROVAL BY MCHENRY COUNTY TO CONSTRUCT A SOLAR ENERGY SYSTEM.
2. THIS PLAN WAS PRODUCED UTILIZING GIS RESOURCES AND INFORMATION FROM MULTIPLE SOURCES, INCLUDING MCHENRY COUNTY, GOOGLE EARTH, NATIONAL WETLAND MAPPING INVENTORY, AND USGS TOPOGRAPHIC INFORMATION.
3. SUBJECT PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AS SHOWN ON THE FLOOD INSURANCE RATE MAP (COMMUNITY PANEL 17111C0200J) PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
4. THE LOCATIONS OF PROPOSED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO: ACCESS ROAD, FENCING, SOLAR ARRAY RACKING, INVERTER/TRANSFORMER PADS, OVERHEAD POLES AND LINES, ETC., SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MODIFICATION DUE TO SITE CONDITIONS, ADDITIONAL PERMITTING REQUIREMENTS, EQUIPMENT SPECIFICATIONS, AND/OR OTHER CONSTRAINTS DURING FINAL ENGINEERING.
5. STORMWATER MANAGEMENT FACILITIES TO BE PROVIDED AS REQUIRED BY COUNTY AND/OR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMITTING. REQUIREMENTS TO BE DETERMINED DURING FINAL ENGINEERING.
6. A SOIL EROSION AND SEDIMENT CONTROL PLAN THAT MEETS THE NPDES STANDARDS WILL BE PROVIDED TO THE COUNTY DURING FINAL ENGINEERING.
7. SETBACKS SHOWN ON THIS PLAN ARE BASED ON MCHENRY COUNTY ZONING ORDINANCE.
8. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE TO PROVIDE SIGNS, BARRICADES, WARNING LIGHTS, GUARD RAILS, AND EMPLOY FLAGGERS AS NECESSARY WHEN CONSTRUCTION ENDANGERS EITHER VEHICULAR OR PEDESTRIAN TRAFFIC. THESE DEVICES SHALL REMAIN IN PLACE UNTIL TRAFFIC MAY PROCEED NORMALLY AGAIN.
9. PANELS SHALL NOT EXCEED 20 FEET IN HEIGHT WHEN ORIENTED AT MAXIMUM TILT.
10. THE FACILITY WILL BE PLANTED WITH LOW-PROFILE PRAIRIE SPECIES, USING A MIX APPROPRIATE FOR THE REGION AND SOIL CONDITIONS PER ILLINOIS DEPARTMENT OF NATURAL RESOURCES (IDNR) STANDARDS.

SITE DATA TABLE

PIN #'S	13-26-400-002
PROPERTY OWNER	HILDEGARD A TR ET AL KLAGUES
SITE ADRESS	9310 LUCAS RD, CRYSTAL LAKE, IL, 60012
ZONING JURISDICTION	MCHENRY COUNTY, IL
CURRENT LAND USE	AGRICULTURAL
PROPOSED USE	SOLAR ENERGY SYSTEM
PROJECT BOUNDARY AREA	39.2 ± AC
AREA WITHIN FENCE	28.5 ± AC
PRELIMINARY SOLAR AREA	21.7 ± AC
PROPERTY LINE/RIGHT OF WAY SETBACK	50 FT
OCCUPIED DWELLING SETBACK	150 FT
MWDC/MWAC	6.5/4.3
ESTIMATED NUMBER OF MODULES	10,750
GROUNDCOVER RATIO (GCR)	33%

No	REVISIONS	DATE

CULTIVATE POWER

Kimley»Horn

© 2026 KIMLEY-HORN AND ASSOCIATES, INC.

570 LAKE COOK RD SUITE 200
DEERFIELD, IL 60015
WWW.KIMLEY-HORN.COM

PRELIMINARY NOT FOR CONSTRUCTION

KHA PROJECT	068262059
ORIGINAL DATE	01/14/2026
SCALE	AS SHOWN
DESIGNED BY	SFH
DRAWN BY	MAM
CHECKED BY	GPC

ZONING SITE PLAN

MARZANO SOLAR, LLC
MCHENRY COUNTY, IL

SHEET NUMBER
EX-1

Drawing name: K:\CHI_LIVE\068262061_Cultivate_Marzano_IL\2 Design\CAD\Exhibits\Zoning Site Plan.dwg Layout: Jan 14, 2026 1:10pm by: Jenna.Elliott
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

PATH:\\SAMINC\STL\PROJECTS\1025105181\100\SURVEY\06PLATS\105181-IL83E-USFT_PLAT.DWG

PLAT OF SURVEY

PART OF SECTION 26, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCHENRY COUNTY, ILLINOIS

GRAPHIC SCALE
1" = 100'
MCHENRY COUNTY
SECTION 26
TOWNSHIP 44 N, RANGE 7 E

LEGEND AND ABBREVIATIONS:

IRON PIPE FOUND
CONCRETE MONUMENT FOUND
REBAR FOUND
DISK MONUMENT FOUND
UTILITY POLE
SIGN
FENCE POST
TELEPHONE PEDESTAL
P.B. PLAT BOOK
PG. PAGE
NUMBER
(XXX.XX) RECORD
MEASURED
ROW RIGHT-OF-WAY
SUBJECT PARCEL BOUNDARY
EXISTING APPARENT RIGHT-OF-WAY
ADJACENT TRACT LINES
SECTION LINES
EXISTING EASEMENT
OVERHEAD ELECTRIC LINE
BARBED WIRE FENCE
TREELINE
ASPHALT PAVEMENT
GRAVEL

RECORD DESCRIPTIONS:

DEED IN TRUST # 2005R0107620 RECORDED MCHENRY COUNTY, ILLINOIS ON DECEMBER 21, 2005

A PART OF THE SOUTH EAST QUARTER OF SECTION 26, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF SAID SECTION 26 AND RUNNING THENCE NORTH 89 1/4° WEST ALONG THE SECTION LINE 39 CHAINS 74 LINKS TO THE QUARTER LINE 29 CHAINS 57 LINKS TO A POST; THENCE SOUTH 89 1/4° EAST 27 CHAINS 66 LINKS TO A POST; THENCE SOUTH 22 1/4° EAST 31 CHAINS 89 LINKS TO THE PLACE OF BEGINNING, EXCEPTING AND RESERVING THEREFROM THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 26; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 1,010.8 FEET TO THE CENTER LINE OF LUCAS ROAD; THENCE NORTHERLY, ALONG SAID CENTER LINE, A DISTANCE OF 5112.8 FEET FOR THE PLACE OF BEGINNING; THENCE NORTHEASTERLY, ALONG SAID CENTER LINE OF LUCAS ROAD, A DISTANCE OF 355.54 FEET TO THE CENTER LINE OF LUCAS ROAD, THENCE NORTHERLY, ALONG THE CENTER LINE OF LUCAS ROAD, TO A POINT WHICH IS 1,320 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 26; THENCE SOUTHERLY, WOULD INTERSECT THE SOUTHEAST CORNER OF SAID SECTION 26; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 566.89 FEET; THENCE SOUTHERLY, ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES 50 MINUTES, MEASURED FROM WEST TO SOUTH WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 641.61 FEET; THENCE SOUTHERLY, ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES 50 MINUTES, MEASURED FROM NORTH TO WEST WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 753.36 FEET TO A POINT ON A LINE THAT IS PERPENDICULAR TO THE CENTER LINE OF WESTERLY, ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 91 DEGREES 26 MINUTES TO THE RIGHT WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 1,334.69 FEET TO THE PLACE OF BEGINNING, BEING SITUATED IN DORR TOWNSHIP, MCHENRY COUNTY, ILLINOIS, AND CONTAINING 8.330 ACRES, MORE OR LESS.

PID: 13-26-300-018
LAUREL WILMETTE IL LLC

GENERAL NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 (2011) AS SHOWN ON PLAT.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. SAM, LLC. DID NOT ABSTRACT THE PROPERTY FOR EASEMENTS, RIGHT-OF-WAY OR ANY OTHER ENCUMBRANCES.
3. PARTIES LISTED HEREON, THIS SURVEY REMAINS THE PROPERTY OF SAM, LLC. AND ITS USE BY OTHERS IS NOT PERMITTED WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE SURVEYOR. THE USE OF THIS SURVEY BY ANY UNINTENDED USE WILL NOT MAKE THE SURVEYOR LIABLE FOR ANY DAMAGES INCURRED.
4. FIELD SURVEY COMPLETED: DECEMBER 9-11, 2025

VICINITY MAP

NOT TO SCALE

MT THABOR RD
LUCAS RD
SITE
BALLARD RD
I-90
KISHWAUKEE RIVER
BRIARWOOD RD

1834 Walden Office Square
Suite 150
schaumburg, IL 60173
Ofc: 224.404.1300
Email: info@sam.biz

PROJECT: CULTIVATE POWER / MARZANO SOLAR	
JOB NUMBER:	1025105181
DATE:	01/27/2026
SCALE:	1" = 100'
SURVEYOR:	WILIAM FLEMING
TECHNICIAN:	SAM WHITE
DRAWING:	105181-IL83E-USFT-PLAT.DWG
TRACT ID:	13-26-400-002
PARTYCHIEF:	D. ARNESON
FIELDBOOKS:	N/A

MARZANO SOLAR
SITUATED IN CRYSTAL LAKE, ILLINOIS
COUNTY OF MCHENRY

SHEET 1
OF 2

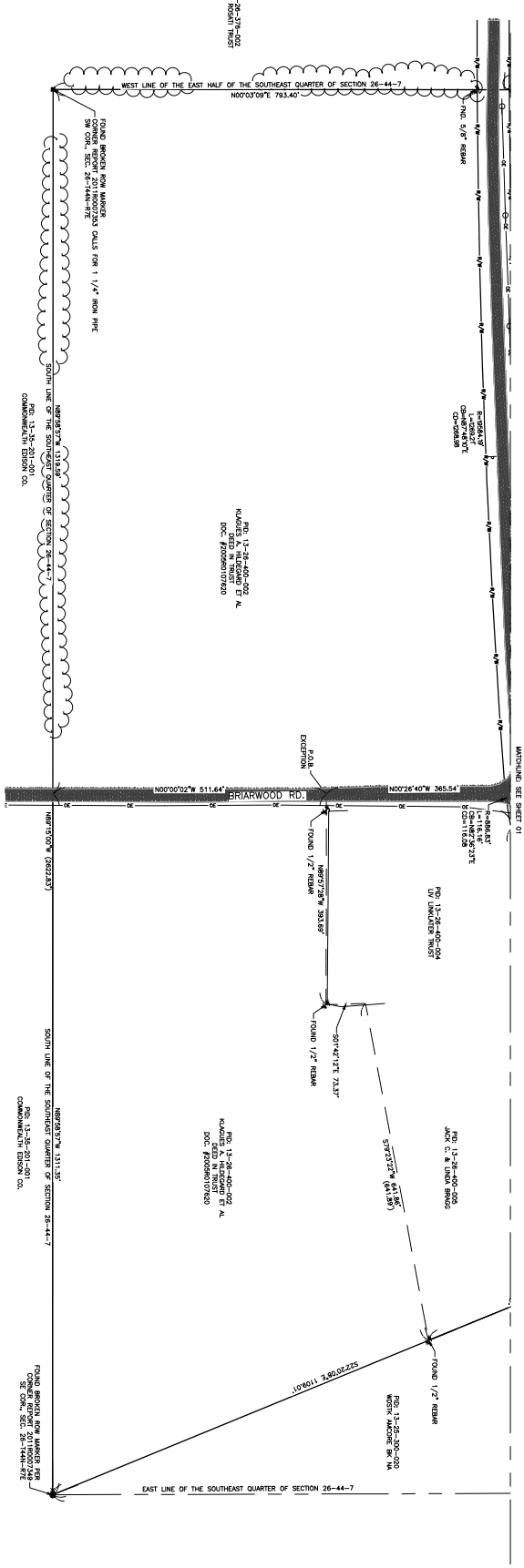
PATH:\\SAMINC\STL\PROJECTS\1025105181\100\SURVEY\06PLATS\105181-IL83E-USFT_PLAT.DWG

PLAT OF SURVEY

PART OF SECTION 26, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCHENRY COUNTY, ILLINOIS

GRAPHIC SCALE
0 100' 200'
1" = 100'

MCHENRY COUNTY
SECTION 26
TOWNSHIP 44 N, RANGE 7 E



LEGEND AND ABBREVIATIONS:

IRON PIPE FOUND		P.B.	PLAT BOOK
CONCRETE MONUMENT FOUND		PG.	PAGE
REBAR FOUND		# }	NUMBER
DOT MONUMENT FOUND		NO. }	
REBAR SET		(XXXX)	RECORD
UTILITY POLE		XXXX	MEASURED
SIGN		ROW	RIGHT-OF-WAY
FENCE POST			
TELEPHONE PEDESTAL			

SUBJECT PARCEL BOUNDARY
EXISTING APPARENT RIGHT-OF-WAY
ADJACENT TRACT LINES
SECTION LINES
EXISTING EASEMENT
OVERHEAD ELECTRIC LINE
BARBED WIRE FENCE
TREELINE
ASPHALT PAVEMENT
GRAVEL

CERTIFICATION:

TO: CULTIVATE POWER AND THE FORGOING PARTIES' SUCCESSORS AND/OR ASSIGNS, AS THEIR INTERESTS MAY APPEAR:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 ILLINOIS STANDARD DETAIL REQUIREMENTS FOR A BOUNDARY SURVEY. THE FIELD WORK WAS COMPLETED ON DECEMBER 11, 2025.

PRELIMINARY 01/27/26

WILLIAM S. FLEMING
PROFESSIONAL ILLINOIS LAND SURVEYOR
NO. 035-003228 - STATE OF ILLINOIS
MY LICENSE EXPIRES NOVEMBER 30, 2026
BILL.FLEMING@SAM.BIZ

SAM™
1834 Walden Office Square
Suite 150
schaumburg, IL 60173
Ofc: 224.404.1300
Email: info@sam.biz

PROJECT:	CULTIVATE POWER MARZANO SOLAR
JOB NUMBER:	1025105181
DATE:	01/27/2026
SCALE:	1" = 100'
SURVEYOR:	WILLIAM FLEMING
TECHNICIAN:	SAM WITTE
DRAWING:	105181-IL83E-USFT-PLAT.DWG
TRACT ID:	13-26-400-002
PARTYCHIEF:	D. ARNESON
FIELDBOOKS:	N/A

MARZANO SOLAR
SITUATED IN CRYSTAL LAKE, ILLINOIS
COUNTY OF MCHENRY

SHEET 2
OF 2

McHENRY-LAKE COUNTY SOIL & WATER CONSERVATION DISTRICT

NATURAL RESOURCES INFORMATION REPORT

25-114-4775

December 11, 2025

This report has been prepared for:
Marzano Solar, LLC

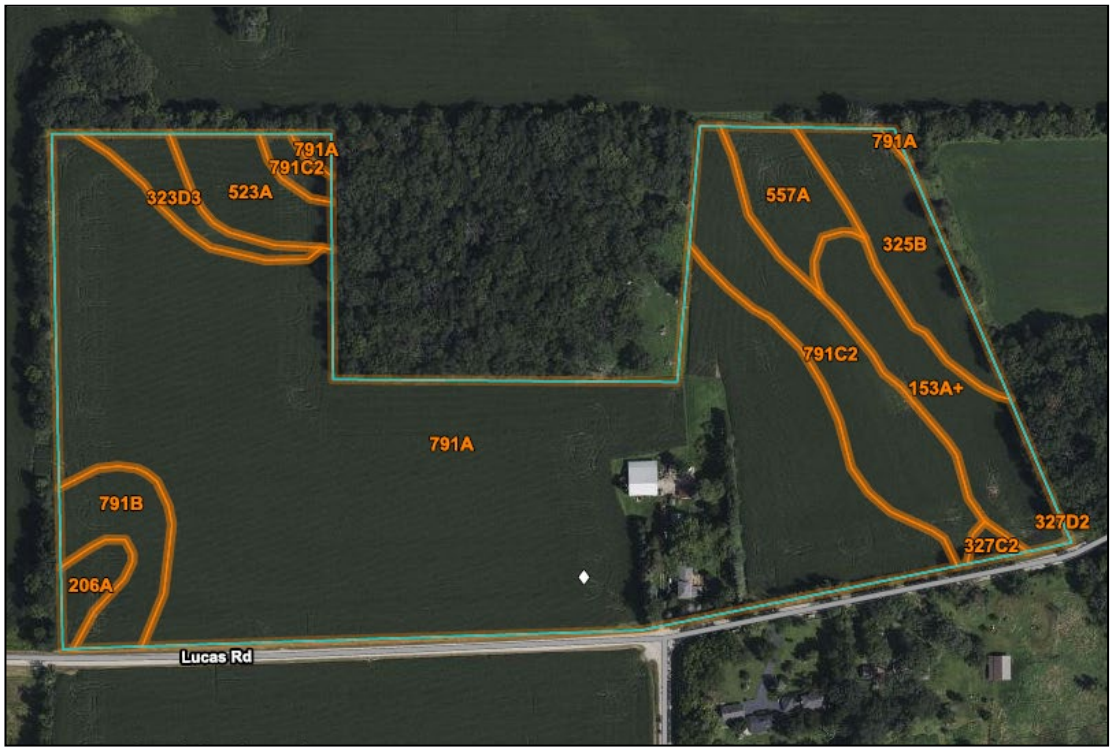
Contact Person:
Paul Bottum

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 #25-114-4775

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.





Picture 1: Looking northwest at the western 2/3rds of the parcel.



Picture 2: Looking north at the existing structures on the parcel.



Picture 3: Looking north from the southeast corner 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 B1 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 entire parcel is within an area designated as Sensitive Aquifer Recharge (identified in red).

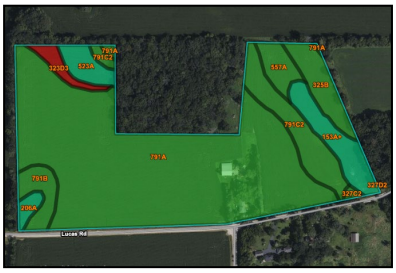


Soil Leachability Map (This is only the soil profile within the parcel from the surface down to approx. 5 feet).
The Soil Leachability Index indicates 36.0 acres or 92.5% of the parcel contains high leachable soils, for fertilizers, on the parcel (identified in red).

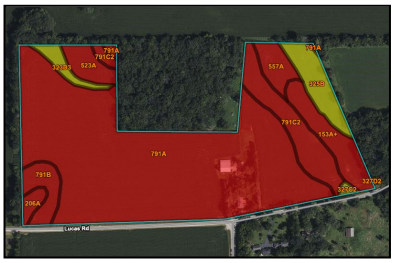
Soil Permeability (This is only the soil profile within the parcel from the surface down to approx. 5 feet. Soil permeability is a reflection of the speed in which water (with or without pollutants) can move through the soil profile.)
The USDA-NRCS Soil Survey Map of the area indicates there are 36.0 acres or 92.5% of highly permeable soils on the parcel.

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

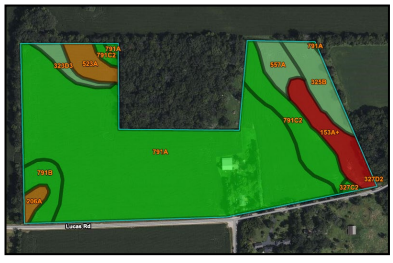
Erosion Ratings
The NRCS Soils Survey indicates 4.3 acres or 11.3% of the parcel contains highly erodible soils.



Prime Farmland Soils
The Natural Resources Conservation Service (NRCS) Soil Survey indicates 34.0 acres or 87.6% of the parcel is comprised of prime farmland soils and 4.1 acres and 10.6% 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 36.0 acres or 92.6% of the parcel has very limited soils for ground-based solar arrays (identified in red).



Hydric Soils
The NRCS Soil Survey indicates 4.1 acres or 10.6% of the parcel contains hydric soils.

Floodplain Information:

The Flood Insurance Rate Map
Indicates the parcel is outside of the 100-year floodplain.

Flood of Record Map (Hydrologic Atlas)
The Flood of Record Map for this area indicates there has not been flooding on the parcel.

Wetland Information:



USDA-NRCS Wetland Inventory
The NRCS Wetlands Inventory indicates 0.10 acres of NIH: Non-Inventoried Hydric Soil on the parcel.



ADID Wetland Inventory
The ADID Wetland Study indicates 0.1 acres of wetland K930 on the parcel.

*The Zoning Site Plan, prepared by Kimley Horn, dated 11/26/2025, indicates the wetland area 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 4.1 acres or 10.6% 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 a high probability for cultural/historical features within the parcel in question.



Preserved or Recognized Ecological Sites: Office maps indicate McHenry County Natural Area Inventory Site (DOR09) - Route 176 Sedge Meadow and (DOR11) - Mt Thabor Marsh East are southwest of the parcel.

Route 176 Sedge Meadow is an unprotected sedge meadow which is threatened by water table alteration, brush encroachment, Reed Canary Grass, and grazing.

Mt. Thabor Marsh East is an unprotected sedge meadow which is threatened by artificial ponding, cattail expansion and Reed Canary Grass.

Woodlands: There are existing mature trees near the structures on the parcel. * The Zoning Site Plan, prepared by Kimley Horn, dated 11/26/2025, indicates these trees will not be affected by the solar facility.

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 88.50. A Site Assessment was not completed due to the Agricultural zoning on the parcel.

Agricultural Impact Mitigation Agreement: We have received notice from the Illinois Department of Agriculture that an Agricultural Impact Mitigation Agreement has been filed.

ADDITIONAL CONCERNS

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.

NATURAL RESOURCE INFORMATION REPORT (NRI)

NRI Report Number	25-114-4775
Applicant's Name	Marzano Solar, LLC
Size of Parcel	39 acres
Zoning Change	Solar Facility
Parcel Index Number(s)	13-26-400-002
Common Location	Undefined
Contact Person	Paul Bottum

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*

November 26, 2025

Paul Bottum
9310 W. Lucas Rd
Crystal Lake, IL 60172

RE: Marzano Solar, LLC
Consultation Program
EcoCAT Review #2607948
McHenry County

Dear Mr. Bottum:

The Department has received your submission for this project for the purposes of consultation pursuant to the *Illinois Endangered Species Protection Act* [520 ILCS 10/11], the *Illinois Natural Areas Preservation Act* [525 ILCS 30/17], and Title 17 *Illinois Administrative Code* Part 1075.

The proposed action consists of a 4.3MWac solar installation in McHenry County.

The Illinois Natural Heritage Database shows the following protected resources may be in the vicinity of the project location:

State Threatened or Endangered Species
Blanding's Turtle (*Emydoidea blandingii*)

Due to the project scope and proximity to protected resources the Department recommends the following actions be taken to avoid adversely impacting listed species in the vicinity of the project:

Blanding's Turtle
EcoCAT has indicated records for the state-listed Blanding's Turtle in vicinity of the project area. The Department recommends:

- Educate personnel working on site about the Blanding's Turtle. Post photos of juvenile and adult Blanding's Turtles at a central location. State-listed species may not be handled without the appropriate permits pursuant to the *Illinois Endangered Species Protection Act*.

Given the above recommendations are adopted the Department has determined that impacts to these protected resources are unlikely. The Department has determined impacts to other protected resources in the vicinity of the project location are also unlikely.

In accordance with 17 Ill. Adm. Code 1075.40(h), please notify the Department of your decision regarding these recommendations.

Consultation on the part of the Department is closed, unless the applicant desires additional information or advice related to this proposal. Consultation for Part 1075 is valid for two years unless new information becomes available which was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the action has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary.

The natural resource review reflects the information existing in the Illinois Natural Heritage Database at the time of the project submittal and should not be regarded as a final statement on the project being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are unexpectedly encountered during the project's implementation, the applicant must comply with the applicable statutes and regulations.

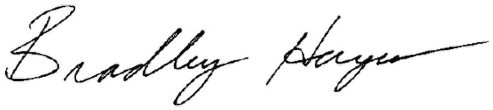
This letter does not serve as permission to take any listed or endangered species. As a reminder, no take of an endangered species is permitted without an Incidental Take Authorization or the required permits. Anyone who takes a listed or endangered species without an Incidental Take Authorization or required permit may be subject to criminal and/or civil penalties pursuant to the *Illinois Endangered Species Act*, the *Fish and Aquatic Life Act*, the *Wildlife Code* and other applicable authority.

The Department also offers the following conservation measures be considered to help protect native wildlife and enhance natural areas in the project area:

- The Department strongly recommends that the project proponent establish pollinator-friendly habitat as groundcover wherever feasible. Solar Site Pollinator Establishment Guidelines can be found here:
- https://dnr.illinois.gov/conservation/pollinatorscorecard.html
- The site should be de-compacted before planting.
- Long term management of the site should be planned for prior to development to ensure successful native pollinator habitat establishment and prevent the spread of invasive species throughout the lifetime of this project. An experienced ecological management consultant should be hired to assist with long-term management.
- Required fencing, excluding areas near or adjacent to public access areas, should have a 6-inch gap along the bottom to prevent the restriction of wildlife movement. Woven wire or a suitable habitat wildlife friendly fence should be used. Barbed wire should be avoided.
- If tree clearing is necessary, the Department recommends removing trees between November 1st and March 31st to avoid impacts to the state-listed bats and birds.

- Any required night lighting should follow International Dark-Sky Association's (IDA) Five Principles for Responsible Outdoor Lighting to minimize the effect of light pollution on wildlife: Five Principles for Responsible Outdoor Lighting | DarkSky International

Please contact Isabella Allyn (Isabella.allyn@illinois.gov) with any questions about this review.
Sincerely,



Bradley Hayes
Manager, Impact Assessment Section
Division of Real Estate Services and Consultation
Office of Realty & Capital Planning
Illinois Department of Natural Resources
One Natural Resources Way
Springfield, IL 62702
Bradley.Hayes@Illinois.gov
Phone: (217) 782-0031

Docusign Envelope ID: 985BD9BA-9444-497D-B39A-054819B83B72

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT
between
Marzano Solar 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).

Marzano Solar LLC, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 4.3MWac Commercial Solar Energy Facility in McHenry County [GPS Coordinates: 42.2582, -88.3765], which will consist of up to 38 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 Marzano Solar LLC concur that this AIMA is the complete AIMA governing the mitigation of agricultural impacts that may result from the Construction and Deconstruction of the solar farm project in 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

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

11/26, 2025

Marzano Solar LLC

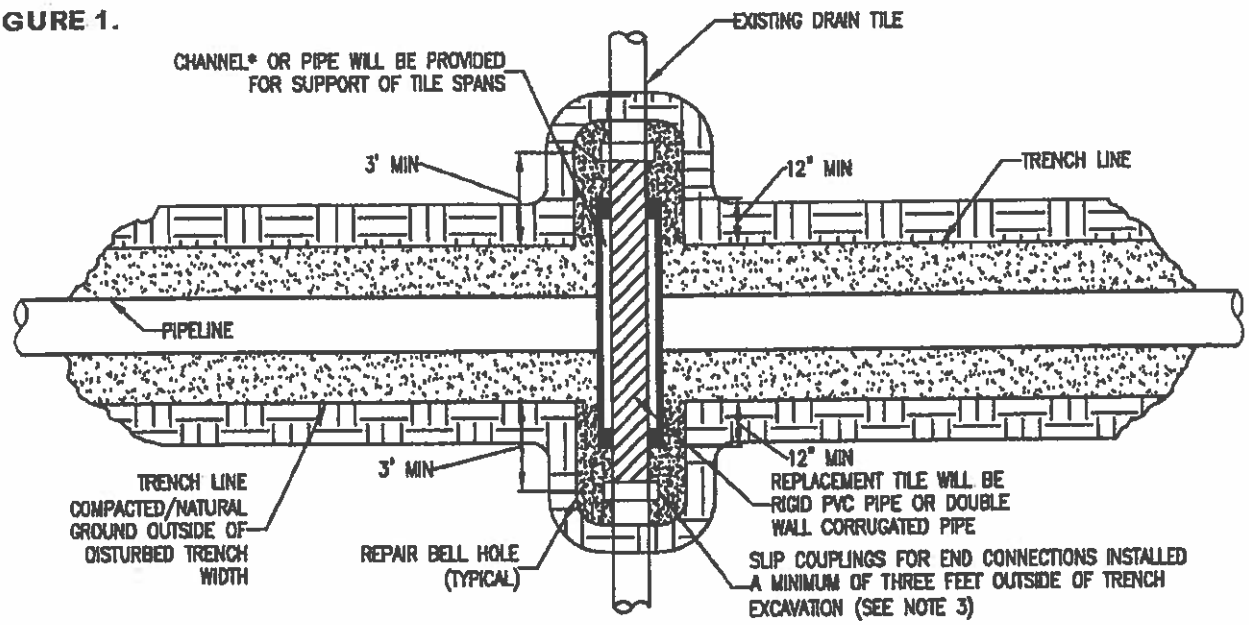
Signed by:
Paul Bottum
By

30 W. Hubbard St, Ste 400
Chicago, IL 60654

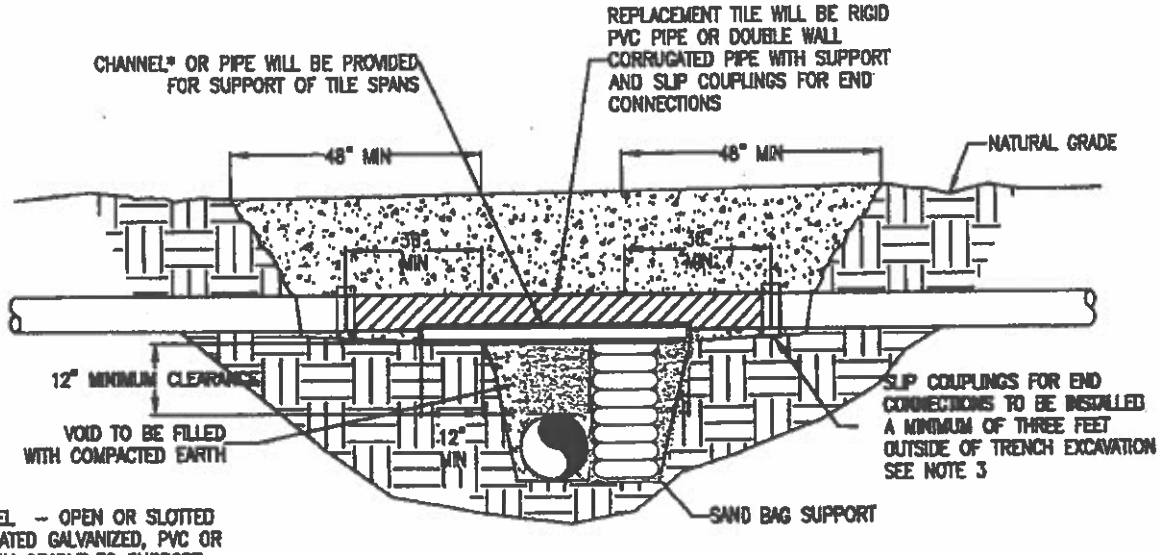
Address

November 10, 2025

FIGURE 1.



PLAN
N.T.S.



*CHANNEL -- OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE TO SUPPORT DRAIN TILE.

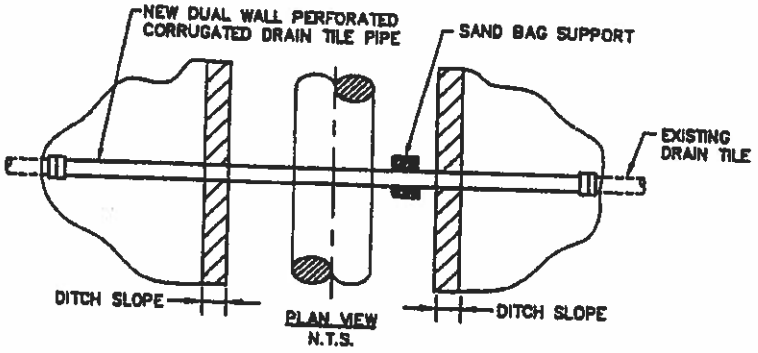
CROSS SECTION
N.T.S.

NOTE:

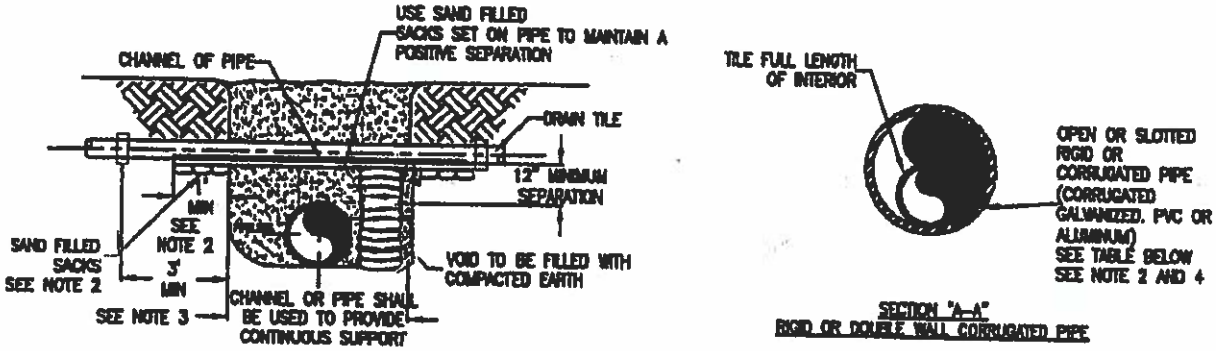
1. IMMEDIATELY REPAIR TILE IF WATER IS FLOWING THROUGH TILE AT TIME OF TRENCHING. IF NO WATER IS FLOWING AND TEMPORARY REPAIR IS DELAYED, OR NOT MADE BY THE END OF THE WORK DAY, A SCREEN OR APPROPRIATE 'NIGHT CAP' SHALL BE PLACED ON OPEN ENDS OF TILE TO PREVENT ENTRAPMENT OF ANIMALS ETC.
2. CHANNEL OR PIPE (OPEN OR SLOTTED) MADE OF CORRUGATED GALVANIZED PIPE, PVC OR ALUMINUM WILL BE USED FOR SUPPORT OF DRAIN TILE SPANS.
3. INDUSTRY STANDARDS SHALL BE FOLLOWED TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES.

TEMPORARY DRAIN TILE REPAIR

FIGURE 2.



PLAN VIEW



END VIEWS

MINIMUM SUPPORT TABLE			
TILE SIZE	CHANNEL SIZE	PIPE SIZE	
3"	4" @ 5.4 #/ft	4"	STD. WT.
4"-5"	5" @ 6.7 #/ft	6"	STD. WT.
6"-9"	7" @ 9.8 #/ft	9"-10"	STD. WT.
10"	10" @ 15.3 #/ft	12"	STD. WT.

NOTE:

1. TILE REPAIR AND REPLACEMENT SHALL MAINTAIN ORIGINAL ALIGNMENT GRADIENT AND WATER FLOW TO THE GREATEST EXTENT POSSIBLE. IF THE TILE NEEDS TO BE RELOCATED, THE INSTALLATION ANGLE MAY VARY DUE TO SITE SPECIFIC CONDITIONS AND LANDOWNER RECOMMENDATIONS.
2. 1'-0" MINIMUM LENGTH OF CHANNEL OR RIGID PIPE (OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE) SHALL BE SUPPORTED BY UNDISTURBED SOIL, OR IF CROSSING IS NOT AT RIGHT ANGLES TO PIPELINE, EQUIVALENT LENGTH PERPENDICULAR TO TRENCH. SHIM WITH SAND BAGS TO UNDISTURBED SOIL FOR SUPPORT AND DRAINAGE GRADIENT MAINTENANCE (TYPICAL BOTH SIDES).
3. DRAIN TILES WILL BE PERMANENTLY CONNECTED TO EXISTING DRAIN TILES A MINIMUM OF THREE FEET OUTSIDE OF EXCAVATED TRENCH LINE USING INDUSTRY STANDARDS TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES INCLUDING SLIP COUPLINGS.
4. DIAMETER OF RIGID PIPE SHALL BE OF ADEQUATE SIZE TO ALLOW FOR THE INSTALLATION OF THE TILE FOR THE FULL LENGTH OF THE RIGID PIPE.
5. OTHER METHODS OF SUPPORTING DRAIN TILE MAY BE USED IF ALTERNATE PROPOSED IS EQUIVALENT IN STRENGTH TO THE CHANNEL/PIPE SECTIONS SHOWN AND IF APPROVED BY COMPANY REPRESENTATIVES AND LANDOWNER IN ADVANCE. SITE SPECIFIC ALTERNATE SUPPORT SYSTEM TO BE DEVELOPED BY COMPANY REPRESENTATIVES AND FURNISHED TO CONTRACTOR FOR SPANS IN EXCESS OF 20', TILE GREATER THEN 10" DIAMETER, AND FOR "HEADER" SYSTEMS.
6. ALL MATERIAL TO BE FURNISHED BY CONTRACTOR.
7. PRIOR TO REPAIRING TILE, CONTRACTOR SHALL PROBE LATERALLY INTO THE EXISTING TILE TO FULL WIDTH OF THE RIGHTS OF WAY TO DETERMINE IF ADDITIONAL DAMAGE HAS OCCURRED. ALL DAMAGED/DISTURBED TILE SHALL BE REPAIRED AS NEAR AS PRACTICABLE TO ITS ORIGINAL OR BETTER CONDITION.

PERMANENT DRAIN TILE REPAIR

IN THE MATTER OF THE APPLICATION OF	)	
GREEN SOLAR 9, LLC, *APPLICANT*	)	
FOR AN AMENDMENT OF THE UNIFIED DEVELOPMENT	)	Z25-0114
ORDINANCE OF McHENRY COUNTY, ILLINOIS FOR A **MAP**	)	
AMENDMENT AND *CONDITIONAL USE*	)	

WHEREAS, your Petitioner ***GREEN SOLAR 9, LLC***, as your Applicant, has filed a petition with the McHenry County Zoning Board of Appeals requesting the issuance of a Map Amendment and Conditional Use as it relates to the McHenry County Unified Development Ordinance, as it relates to the real property more fully described as:

THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 33; ALSO THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33; ALSO THE SOUTH 35 ACRES OF THE EAST 60 ACRES OF THE NORTHEAST QUARTER OF SAID SECTION 33, ALL IN TOWNSHIP 43 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 33: THENCE RUNNING NORTH ON THE SECTION LINE 93 1/3 RODS; THENCE WEST 60 RODS; THENCE NORTH PARALLEL WITH THE EAST SECTION LINE OF SAID SECTION 33, 66 2/3 RODS TO THE NORTH SECTION LINE OF SAID SECTION 33; THENCE WEST ON SAID NORTH SECTION LINE 60 RODS; THENCE SOUTH PARALLEL WITH THE EAST SECTION LINE OF SAID SECTION, 160 RODS TO THE SOUTH QUARTER SECTION LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE EAST ON SAID SOUTH QUARTER SECTION LINE 120 RODS, TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS. EXCEPTING THEREFROM THAT PART OF THE LAND HERETOFORE CONVEYED TO THE COUNTY OF MCHENRY, A BODY POLITIC AND CORPORATE BY WARRANTY DEED DATED APRIL 14, 2003 AND RECORDED MAY 29, 2003 AS DOCUMENT 2003R0069960, DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH. RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 53 MINUTES 21 SECONDS WEST ALONG THE SOUTH LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER, 657.99 FEET: THENCE NORTH 00 DEGREES 00 MINUTES 28 SECONDS EAST, 54.64 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 16 SECONDS EAST ALONG A LINE 55.0 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF HARMONY ROAD (COUNTY HIGHWAY #31), FOR A DISTANCE OF 658.02 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 18 SECONDS EAST ALONG A LINE 55.0 FEET NORTH AND PARALLEL WITH SAID CENTERLINE OF HARMONY ROAD, 798.60 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 43

SECONDS WEST, 54.95 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 53 MINUTES 23 SECONDS WEST ALONG SAID SOUTH LINE OF THE EAST HALF OF THE NORTHEAST QUARTER, 798.60 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PIN 17-33-200-006 and 17-33-200-007

Commonly known as ***17318 Harmony Road, Marengo, Illinois, in Coral Township***.

WHEREAS, the Petition requests reclassification of the subject property from its present classification which is ***"E-1" Estate District to "A-1" Agriculture District***, and a Conditional Use be granted ***to allow for a Commercial Solar Energy Facility.***

WHEREAS, the subject property consists of approximately ***92 acres*** in which 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 5 ayes and 2 nays the map amendment of "E-1" Estate District to "A-1" Agriculture District, and 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 Clark Dietz, dated January 27, 2026 (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. Recommendations made by the Illinois Department of Natural Resources in their October 16, 2025, letter to the applicants shall be followed.
7. Fencing shall be provided in compliance with the National Electrical Code (NEC), as applicable, and shall be of a woven wire agricultural style, containing a 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.

8. 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.
9. 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 Map Amendment and 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 granting of a ***map amendment of "E-1" Estate District to "A-1" Agriculture District, and 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 Clark Dietz, dated January 27, 2026 (attached).
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8. 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.
9. 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

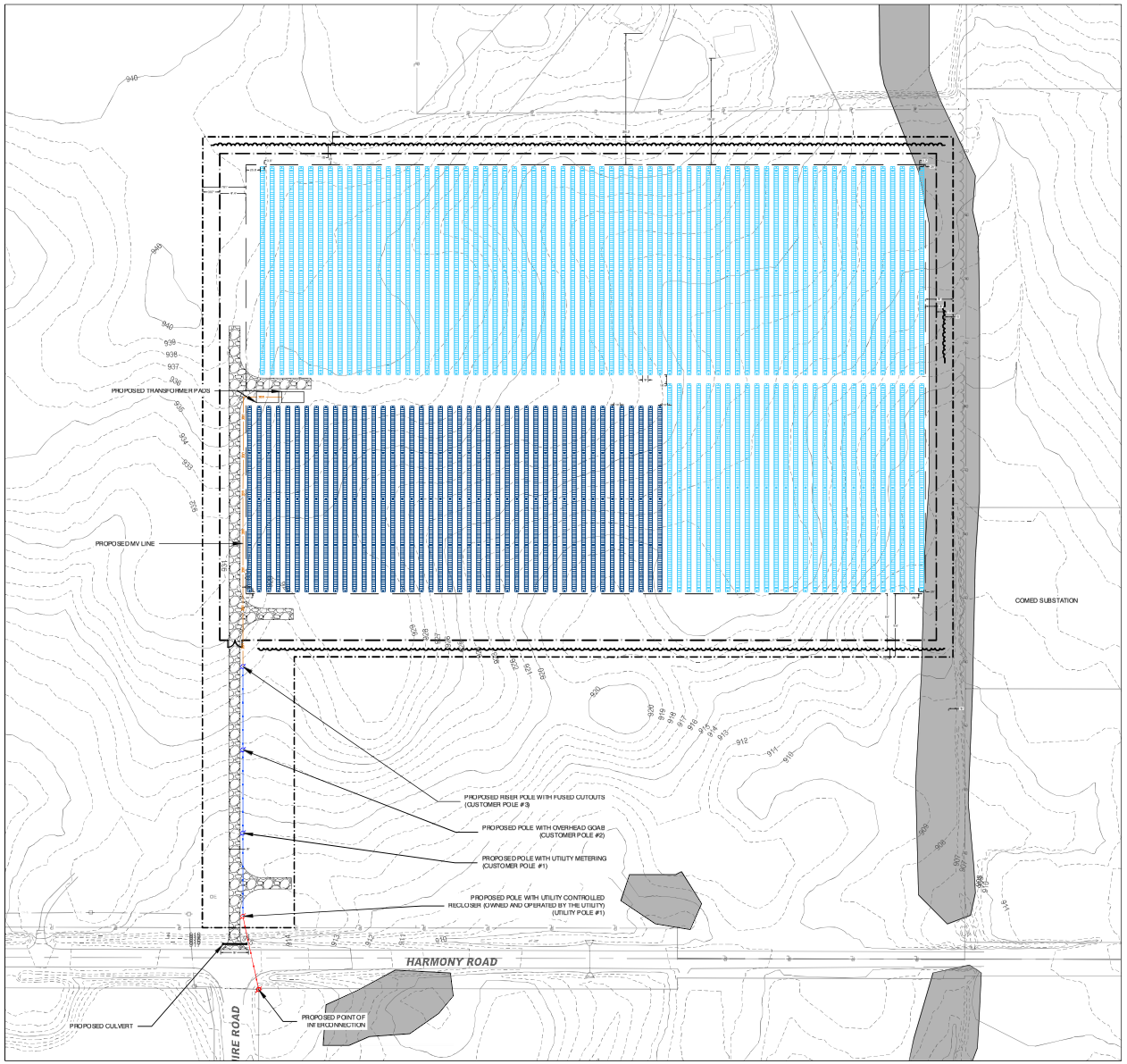
ATTEST:

_____
County Clerk

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

ATTACHMENT: OFFICIAL SITE PLAN

PLOT DATE: 1/28/2026 3:13 PM
RACHEL.J. RULLA SAVE TIME: 1/28/2026 3:12:59 PM





LEGEND

- REZONING AND LEASE AREA
- PROPERTY LINE
- PROPERTY LINE (OTHERS)
- PROPOSED 8' FENCE
- SOLAR MODULES SETBACK FROM LEASE AREA
- EXISTING TREE LINE
- PROPOSED VEGETATIVE BUFFER
- PROPOSED GRAVEL ACCESS ROAD, 20' WIDTH
- HISTORICAL FLOOD ZONE

Clark Dietz
DESIGN FIRM REGISTRATION NO. 184-000450
1815 S. MEYERS ROAD, SUITE 470
OAKBROOK TERRACE, IL 60181
PHONE : 630.413.4130 www.clarkdietz.com

PROJECT TITLE
GREEN 9 SOLAR, LLC
MARENGO COMMUNITY SOLAR
17318 HARMONY ROAD
MARENGO, IL 60152

DESIGNED BY:	RR
DRAWN BY:	RR
CHECKED BY:	SD
DATE CHECKED:	1/27/26

DATE	REVISION
1/27/26	IFP

DRAWING TITLE
OVERALL SITE LAYOUT

PROJECT No.
C25625002

DRAWING No.
C1.01

DWG OF DWGS

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

But they're, you can ask the petitioners after the hearing, if that would help you.

Speaker 3:

Okay. That would be fine. It was just a question.

Vicki Gartner:

All right. Any other comments? No, okay. All right. Do you have a closing statement?

Scott Drabiky:

Madam Chair, I do not have a closing statement. I just want to thank the board for their time. I thank the tenants and the members of public for showing up both Monday and this evening. We appreciate the opportunity to participate in this process.

Vicki Gartner:

Okay, thank you. Okay. At this time, I'll close the hearing portion of the meeting and we'll move on to the voting portion of the meeting. The purpose of the vote, again, is reclassification from the E1 estate district to the A1 agricultural district and a conditional use permit to allow for a commercial solar energy facility. And the property is at the intersection of Harmony Road and South Grant Highway and Coral Township.

Okay, I will entertain a motion to... And I think what we're going to do is we are going to take these two issues separately unless there's some objection on the board?

William Kurnik:

No.

Charles Eldredge:

No.

Vicki Gartner:

We will vote first on the reclassification and then secondly on the CUP for the solar farm. So I will entertain a motion for reclassification.

Charles Eldredge:

I move, let the petition for a map amendment from, excuse me, E1 to A1 be approved.

Mary Donner:

Donner seconds.

Vicki Gartner:

Okay, discussion, Mr. Eldredge?

Charles Eldredge:

Yeah. The only things that really matter to me in this matter... Really there are two. One, that this property has never been used for anything except agriculture since it was settled in the middle of the 19th century. And second, while there was a speculation at one time incorporated in the 2030 plan, we have now reverted in the 2050 plan that that really was a mistake and that this land should be going forward agricultural land.

I have a very strong predilection in any case in favor of a down zoning. Most of the land around here in the broader area is agricultural. And agriculture, as actually petitioner pointed out, gives the county over the long term, much more control.

Charles Eldredge:

... gives the county over the long term much more control over future development than leaving it where it is. I believe the fact that it has never been used for anything else and that it is proposed in our comprehensive plan going forward to be agriculture is prima facie evidence that it meets all of the standards for a map amendment to agriculture. I unreservedly support this portion of the petition.

Vicki Gartner:

Thank you. Mary?

Mary Donner:

Yes. Just to not actually to correct you, Ms. Carr, but to explain that the 2050 land use plan has been approved in January-

Vicki Gartner:

Okay, thank you.

Mary Donner:

... with no other changes that I know of. It went through very quickly. It was almost, almost, unanimous at that time. So it's just a matter of playing catch up with all the work that has to be done to correct the things that we had talked about at that time. So given that, among other things, I think this is a good use for this property is to go back to agriculture, to be called agriculture when it's being used as agriculture.

I know people will say that in 20 years there's going ... "I'm not going to be here in 20 years." Well, I'm not going to be here in 20 years either, but there is all kinds of solar and all kinds of places that we can get into doing that. Then once it's done, the owner is going to have better agricultural land to be able to go back into crop use. Thank you.

Vicki Gartner:

Thank you. Mr. Kosin?

Robert Kosin:

Thank you, Madam Chairman. I'll be supporting the motion that is before us. I recognize that the comprehensive plan in McHenry County is not an immutable document. Much like our US Constitution, it is not, surprisingly, cast in stone. We've already had 27 amendments since it first was brought forward. There is always a time and place, and this is the matter by which we go through such amendments and revisions with public documents, public discussion, and a public record. Looking at

that public record, I believe the process has been fulfilled. I believe also the testimony has been accurate and support such findings. Therefore, I will be concurring with this motion.

Vicki Gartner:

Thank you. Mr. Schnable.

Kurt Schnable:

Let me start by saying that, overall, as far as solar projects go, I don't necessarily think you have a bad application in any regard. I'm very, very leery of starting this downzoning E-1 properties. We could be opening up here a real big can of worms. I will not support the petition on that basis, so that there's at least one no vote from this board that county board should reconsider before starting to do this. I'm just going to say that much B2B.

Vicki Gartner:

Thank you. Mr. Dahlman.

Duane Dahlman:

This was rezoned from ag to E1 some 25-plus years ago. I understand everybody's concerned about having bought houses in that area, this is what was going to be in our backyard. Like Mr. Schnable, I have an issue with going backwards on zoning. So I will also not be supporting this.

Vicki Gartner:

Thank you. Mr. Kurnik?

William Kurnik:

Just a couple of comments and responses to my colleagues' indication that they're going to be voting against this. I believe it's inappropriate to consider the request of putting a solar farm on this property in connection with our decision to grant a map amendment. What that allows then is that allows this board and the county to use zoning and its zoning power as a subterfuge for getting around the mandate of the general assembly that we are a green state.

So, as I said and as been indicated by staff, each of these requests are to be considered separately. So to the extent that you are taking into consideration that the petitioners are proposing to put a solar farm on this I think is not a factor that you should be considering in connection with the request for map amendment. I'm not saying you're wrong. I'm just saying I disagree with your view.

As my colleagues have said, I agree with everything that Mr. Eldredge and Kosin have said. Bob Kosin has said that the adopted comprehensive plan is not written in stone. Well, what age also adds to that, it says the consistency of the proposed amendment with the adopted comprehensive plan and the appropriateness of the comprehensive plan to the subject property. So that it may not be consistent with the comprehensive plan is not a be all and catch all.

I also pointed out, as I mentioned during the petitioner's testimony, our decision for map amendments "is not controlled by any one factor," "But rather the approval of amendments is based on a balancing of the factors under each standard." I think most compelling here is that Mr. Eldredge indicated this has been farm property from the beginning of time, as far as I'm concerned. So I will be voting in favor of the amendment as well.

Vicki Gartner:

Thank you. I myself am rather torn on this. I don't like the idea of rezoning just to allow a solar farm. I think that's taken a route that I'm not real fond of. Although we have done this before, this is not our first time downzoning to allow for a solar farm. This doesn't have a lot of homes around it that would be affected. There certainly have been other solar farms that came that were much more affected, but that's neither here nor there because we're talking about changing the zoning from E1 to farming.

Listening to everybody speaking about this on my board, I have to agree. This has been farming forever and ever. Having nothing to do with the next vote coming up in just a few minutes, my feeling is that this should be downzoned to farming. It just makes sense. Putting everything else aside, just looking at that portion of it, it makes sense to do that. So I am going to be voting in favor. Okay, I will call the roll. Mr. Eldredge?

Charles Eldredge:

Yes.

Vicki Gartner:

I'm just going to write this down, [inaudible 01:32:10]. Okay. Mr. Kosin?

Robert Kosin:

Yes.

Vicki Gartner:

Mr. Schnable?

Kurt Schnable:

I am still a no.

Vicki Gartner:

Okay. Miss Donner?

Mary Donner:

Aye.

Vicki Gartner:

Mr. Dahlman?

Duane Dahlman:

No.

Vicki Gartner:

Mr. Kurnik?

William Kurnik:

Yes.

Vicki Gartner:

I will vote yes. This goes to the county board with a five to two vote in favor of the rezoning. I'll now entertain a motion for the conditional use.

Charles Eldredge:

They've got available conditions.

Vicki Gartner:

Oh, there's conditions. Of course there is. It's a conditional use. Thank you, Charlie. Good thing you're here. Okay. Has everybody on the board read the conditions that are proposed?

Mary Donner:

Yes, we have.

Robert Kosin:

Yeah, we have.

Vicki Gartner:

Is everybody in agreement with those conditions that we don't have to go through them?

Committee:

Yes, [inaudible 01:33:05].

Vicki Gartner:

Would anybody like to amend or add a condition?

Charles Eldredge:

Madam Chairman, I move acceptance of the conditions as presented.

Mary Donner:

[inaudible 01:33:16]-

Vicki Gartner:

I'll second the motion. Donner.

Mary Donner:

Okay.

Vicki Gartner:

I'm not sure how to mark this on here. [inaudible 01:33:21] conditions. Okay. Same ones. [inaudible 01:33:34]. Okay. And I will call for the roll then. Mr. Eldredge?

Charles Eldredge:
Yes.

Vicki Gartner:
Okay. Mr. Kosin?

Robert Kosin:
Yes.

Vicki Gartner:
Okay. Mr. Schnable?

Kurt Schnable:
Yes.

Vicki Gartner:
Miss Donner?

Mary Donner:
Aye.

Vicki Gartner:
Mr. Dahlman?

Duane Dahlman:
Yes.

Vicki Gartner:
And Mr. Kurnik?

William Kurnik:
Yes.

Vicki Gartner:
And I will vote yes as well. So the conditions pass seven to zero. Now that we're done with that, I'll entertain a motion for the CUP itself.

Charles Eldredge:
So moved.

Mary Donner:
Donner second.

Vicki Gartner:

Okay. I don't like [inaudible 01:34:18]. Discussion, Mr. Eldredge.

Charles Eldredge:

Yes. This is a parcel north of Harmony Road and just a bit west of Grant Highway in Coral Township. It is adjacent to a subdivision that is roughly 25, 30 years old. It is bordered on the ... That borders it partially on the north. Partially on the east is a corridor of 20 that has been mixed business, industrial, commercial for a long time. In all other directions, it is agricultural use, a fair amount of which some years ago, before the Great Recession, when everybody thought that we were going to be a county of a million people instead of a hundred thousand people, an enormous amount of our land was subdivided for housing development that after 2007 didn't come.

It is the policy of the state to encourage solar farms. As a matter of fact, there is a state goal to dramatically, perhaps 10 times what we have today in the next five years, which isn't going to happen, increase the amount of renewable energy being produced in Illinois, but certainly at a very great rate.

Furtherance of that, the general assembly passed a pair of laws which require a county zoning board to approve it if standards had been met. I believe those standards have been met and staff has testified that those state standards have been met.

Having said that, before going ... While I certainly respect the objectors, the objection seems to me that they are objecting to change and that they would have much the same objection to any development on this property of whatever nature. They like it the way it is, which is a farm field. As a factual matter, there are very many people who don't like the way these things look, but they will be screened after a few years.

But other than appearance, there is nothing that could be done on this property that would have less of an impact on the surrounding community, whoever they may be. It doesn't have people coming and going. It doesn't create noise or dust or really anything. It just sits there and it's going to sit there for a generation and maybe two generations. I simply ... There are no environmental impacts to this in this location or really anywhere else.

In my view, this is a perfectly reasonable place to put this. We are required to vote in favor of it now that we have approved the rezoning, but I would have a very hard time voting against it under any circumstances. So I support the petition.

Vicki Gartner:

Thank you. Ms. Donner?

Mary Donner:

I agree with what Mr. Eldredge has said and the comments that I made previously. Thank you.

Vicki Gartner:

Thank you. Mr. Kosin?

Charles Eldredge:

Could I add one thing?

Vicki Gartner:

Yes.

Charles Eldredge:

I do want to associate myself with the eloquent statement of Mr. Kurnik on-

Vicki Gartner:

Is that okay with you, Mr. Kurnik?

William Kurnik:

It's okay with me.

Charles Eldredge:

That we should not use a map amendment as a reason to ... Should not connect a further use with the decision on the map amendment. I just wanted to mention that on the record.

Vicki Gartner:

Thank you. Okay. Mr. Kosin, now you can go.

Robert Kosin:

Thank you. Not necessarily pitching for kudos on this end of the table, too. I, too, respect the use that is given to us, which is a conditional use under the zoning ordinance. That enables us, after hearing the testimony, that there are 13 solar fields, and under the conditional use, that gives the voting board of appeals the opportunity to set standards different from each one of them so they are not accusatory that one is being treated different than another, because I'd rather they be customized to the land use and the purposes by which they find themselves, as well as the distinction of what one may see on the other side of those county lines on however they treat their particular uses in those areas of the State of Illinois, which sets our standards by which we operate.

Looking at how this county has done so, having those 13 solar fields, as well as the investments that those property owners have brought forward gives us some ability to recognize the quality of the life going forward. For that reason, I support the conditional use as it is specifically drafted for this property.

Vicki Gartner:

Thank you. Mr. Schnable?

Kurt Schnable:

Don't be surprised. I largely agree with everything that's just been said.

Vicki Gartner:

[inaudible 01:41:15].

Kurt Schnable:

Before I made my vote the last time, I believe I said something to the effect of I don't think it's a bad project. I really don't. Compared to many of them that we have approved that are in wet areas or cutting trees down and on and on. We all know what I'm talking about. I see one benefit to it. That area

right at Harmony and 20 is getting choked by trucks, truck repair centers, truck driving schools, trucks going to the tollway interchange. The last thing these people would need is someone coming in to change the zoning to put in another truck storage or service or logistics small thing area. That would be awful if that were to happen. So in that regard, I'm in favor of it even more than I would be normally, but I will be voting to support that definitely.

Vicki Gartner:

Thank you. Mr. Dahlman?

Duane Dahlman:

I voted against the zoning change, lost that one. This is probably one of the better solar projects that I've seen come before this group. I've only been here a few months, so congratulations there. Like Mr. Schnable, it's going to be busy for a few months during construction. After that, it's going to be quiet. There's not going to be anything there. You're not going to see a ton of cars and traffic and so forth any more so than is already running down Harmony Road. But you're not going to have a logistics center there with a thousand trucks in and out every day. So I will be supporting this.

Vicki Gartner:

Thank you. Mr. Kurnik?

William Kurnik:

Just a couple of comments. As Mr. Eldredge indicated, he felt that ... His observation was that the neighbors are objecting to change. Don't interpret that or don't misinterpret that as any belief or characterization or thought that we don't feel that you brought your concerns to us in bonafides and in good faith. What you told us, what you had really was your expectations and what probably were your reasonable expectations as lay people to the surrounding area remaining the same.

Unfortunately, our Illinois Supreme Court has said you have no right to expect surrounding property, the zoning of surrounding property not to be changed, as I understand the law. One of the comments was by the petitioners that as far as not being consistent with the comprehensive plan, he commented that times are changing, and that's those of you that remember one of Bob Dylan's songs. That's what he said one time, times are changing. As an indication of that, we've changed it in the comprehensive plan. One of our board members, I believe, sat on the commission, two board members-

Vicki Gartner:

[inaudible 01:44:35].

William Kurnik:

... or sat on two commissions.

Vicki Gartner:

[inaudible 01:44:37].

William Kurnik:

Two of our board members sat on the commission that looked into it and looked what was the appropriate use of the property. It's our job to apply the law to the facts as we see them. The law has been dictated to us, one by our Supreme Court, two by our general assembly, and also by our zoning board. Under 16.56.030PP, commercial solar energy facilities, they set forth the factors that we are to consider. I'll just go through them very briefly.

Among them are distance must be no less than 150 feet from any residence other than a participating residence. Structures, excluding power lines, may not exceed 20 feet in height. They've complied with that. Lighting must comply. There's not going to be any exterior lighting. Solar panels shall have a surface that minimizes glare. The petitioner says it's going to be covered with something that's going to minimize glare.

Facilities shall be situated as to minimize impacts of woodland, savannas, wetlands. There isn't any impact to those. In order to prevent erosion and manage runoff, facilities shall be planted with low-profile native prairie species. That's what they're going to do. Fencing shall be provided. You saw that? That's what they're going to do.

Any part of the facility that's within 500 feet of a non-participating residence shall be landscaped. That's what's going to happen. That's what they're planning on doing. There's nothing else that they have to show when it's proposed to put a solar facility on agriculture. That's the law that we have to comply with, and I believe that the petitioner has presented all the facts necessary to require us to grant the request for conditional use to allow a commercial solar energy facility. Thank you.

Vicki Gartner:

Thank you. Miss Donner has one additional tiny comment.

Mary Donner:

It is a comment. What you're not going to have is tractors twice a year going through the property. What you're not going to have is corn. Corn is one of the most used herbicidal crops that we have. You're not going to have that near you. There's going to be a lot of good things that are going to come out of this, but they're going to take time to understand what you're going to get from what you already have.

But it appears that the tractors that I see in here, man, all the mess that comes off of those on a windy day and in the fall for what you have for that. Again, the herbicides that they have to use to make everything GMO workable. So it was just a comment that I had after listening to what I was hearing, that we all talk about the things that are wrong with it, this is the kind of thing that makes it good. Again, because in 20 years, assuming that we still use solar in 20 years, it's going to be really good virgin ground with very deep roots.

Speaker X:

Well, there is that.

Mary Donner:

So that was my comment and I just wanted that for your sakes, because we have still one vote to go.

Vicki Gartner:

Yes, my vote.

Speaker 4:

Yes, ma'am.

Vicki Gartner:

I am in favor of this. As was pointed out in some of the objection letters, it doesn't, to your mind, feel that this agrees with the LaSalle factors. Our obligation is not to the LaSalle factors on this board. Our obligation is to the UDO. Even though those two align very closely, we still have to follow the UDO. I think Mr. Kurnik did a great job of pointing out how this does work according to our UDO.

I really, really wish, and this is my fondest wish, is that somebody would make a solar panel that's pretty, that people want to look at, that they're going to say, "Get rid of that corn. I'm so tired of it. Put those panels up." It's not going to happen. We all know if you've ever had a black car with a black interior, nothing sucks up heat like black. So it's going to have to be black to create that energy.

I can't say anything to make the objectors feel any better about it. I understand that. We don't decide where these go. Obviously, it's the owners of the property that make that decision. We're simply here to say, "Is this a good idea or not a good idea?" We can't say, "No, don't put it here. Put it over there." That's not in our responsibility here at all. So having said all that, I'm just going to say I am in favor and I will take the roll for the vote. Okay. Mr. Eldredge?

Charles Eldredge:

Yes.

Vicki Gartner:

Oops, wrong one. Mr. Kosin?

Robert Kosin:

Yes.

Vicki Gartner:

I have to put my glasses [inaudible 01:49:56]. Mr. Schnable?

Kurt Schnable:

Yes.

Vicki Gartner:

Miss Donner?

Mary Donner:

Aye.

Vicki Gartner:

Mr. Dahlman?

Duane Dahlman:

Yes.

Vicki Gartner:

Mr. Kurnik?

William Kurnik:

Yes, but not with my usual eloquence.

Vicki Gartner:

I will vote yes as well, and I'm not eloquent at all. So this will go to the county board next month.

Kim Scharlow:

Yes, April 21st.

Vicki Gartner:

April 21st, next door, with a seven to zero vote in favor on both counts. That's my phone. Excuse me. Anyway, I'm going to adjourn the meeting. Thank you all for coming and expressing your opinions, and thank you for the presentation.

MCHENRY COUNTY

ZONING BOARD OF APPEALS

MINUTES ● March 11, 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 – Z25-0114

1. APPLICANT: Green Solar 9, LLC

2. REQUEST: Reclassification from the "E-1" Estate District to the "A-1" Agriculture District and a Conditional Use Permit to allow for a Commercial Solar Energy Facility

3. LOCATION AND SIZE OF PROPERTY IN QUESTION: The property consists of approximately 92 acres and is located on the north side of Harmony Road, approximately 1,000 feet west of the intersection of Harmony Road and South Grant Highway, in Coral Township, Illinois. PINs: 17-33-200-006 and 17-33-200-007

4. DATE AND TIME OF HEARING AND VOTING MEETING: March 11, 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: Vicki Gartner – Vice Chair, Charles Eldredge, Kurt Schnable, Robert Kosin, Mary Donner, William Kurnik, Duane Dahlman

B. Witnesses: Scott Drabickey – Engineer, ClarkDietz, Rachel Rulla – Engineer, ClarkDietz, Fernando Velasquez – Cipriani Energy, Kartik Kumar - Cipriani Energy

C. Public: Kim Scharlow – County Staff, Kit GearhartSchinske – County Staff, Sue Reimann, Donna Cunzalo, Laurie Cisneros, Kathleen Carr, Carol Volkening, Ignazio Fiorella, Anna Palella Kohl

7. ITEMS OF EVIDENCE: Power Point presentation

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

The applicants introduced themselves and the application.

Ms. Gartner asked the applicant if they would like to incorporate their written responses to the map amendment standards as testimony. Mr. Drabickey agreed.

Mr. Kurnik asked the applicant to address the map amendment standards. The applicant testified that rezoning the property from "E-1" Estate to "A-1" Agricultural would be compatible with surrounding land uses, particularly the nearby agricultural areas to the west and south, and business and industrial uses to the east. They testified that the land's current zoning as Estate was no longer suitable, as residential growth in the area never materialized, and the property has historically remained agricultural. They highlighted that the land had been actively farmed for approximately 80 years, with no residential structures on the property since the early 20th century. The applicant further argued that agricultural zoning would reduce potential public service demands, such as emergency services and school enrollment, which would increase if the land remained zoned for residential use.

Applicant's Testimony Regarding the Conditional Use

- Proposed solar farm would occupy approximately thirty (30) acres and generate about five (5) megawatts of electricity.
- Project site is currently actively farmed row-crop land and has been in agricultural use for approximately eighty (80) years.
- Solar development would:
    - Preserve land.
    - Maintain agricultural zoning and limit future intensive development.
    - Support renewable energy goals and provide additional power to the grid.
- Example cited from another solar project showed:
    - Significant increase in equalized assessed value.
    - Substantial increase in property tax revenue to local taxing bodies.
- Electricity generated will interconnect with Commonwealth Edison infrastructure.
- Developer will fund approximately $600,000 in utility upgrades to connect the project to the grid.
- Proposed access to the site from Harmony Road, coordinated with Illinois Department of Transportation requirements.
- Existing farm access will be relocated to comply with access regulations.
- Setbacks exceed state and county requirements:
    - Approximately ninety-eight (98) feet from property line to panels.
    - Approximately one hundred ninety-two (192) feet from the nearest residence.
- Vegetative screening proposed:
    - Evergreen trees along the north property line near residences.
    - Supplemental screening along east property boundary where gaps exist.
- Eight (8) foot woven wire agricultural fence with gated access.
- Pollinator-friendly ground cover (CP42 seed mix) will be planted under panels to support habitat and soil health.
- Native grasses and flowering plants will be maintained through periodic mowing.

- Site perimeter will be maintained with turf grass for access and maintenance.
- Flood-prone areas and drainage swale will be avoided and preserved.
- Applicant confirmed compliance with the Illinois Agricultural Impact Mitigation Agreement, including requirements for:
    - Drain tile protection
    - Soil restoration
    - Decommissioning of the facility.
- Project life expectancy estimated at twenty (20) to thirty (30) years.
- At end of life, all equipment must be removed to five feet below grade and land restored to agricultural use.
- Developer will post financial security/bond to ensure decommissioning obligations.
- Environmental clearances obtained from:
    - Illinois Department of Natural Resources
    - United States Fish and Wildlife Service
- Archaeological review underway due to potential historic homestead locations.

Ms. Gartner opened the floor to questions from the public. There were none.

Staff gave their report. The subject property is zoned "E-1" Estate district. The subdivision to the north is zoned "PD" Planned development. To the south is "A-1" Agricultural. To the east is "I-1" Light Industrial, "B-1" Neighborhood Business and "B-3" General Business, and to the west is "E-1" Estate zoning. The current land use is agricultural. To the north is single family residential, as well as one (1) vacant lot and some open space. To the south is agricultural, to the east is agricultural, commercial, and single family, and to the west is agricultural. The future land use designation according to the 2030 Plan is for estate. Staff stated that the county has adopted the 2050 Future Land Use Plan which identifies the property for agriculture use but noted that the 2050 Plan has not been officially incorporated into Staff reports at this time.

Ms. Gartner opened the hearing to public comment. Ms. Cisneros and Mr. Fiorella opposed the map amendment and conditional use. Ms. Carr stated that she is a neighbor of the subject parcel and spoke in favor of the map amendment and conditional use.

Ms. Gartner closed the testimony portion of the hearing.

9. SOIL AND WATER CONSERVATION DISTRICT REPORT:

For further information refer to report number: 25-118-4779.

10. ILLINOIS DEPARTMENT OF NATURAL RESOURCES:

The consultation was received for this application.

11. SUMMARY OF VOTING MEETING DISCUSSION:

Vice-Chair Gartner opened the voting meeting immediately following the hearing.

Mr. Eldredge motioned to approve the map amendment. Ms. Donner seconded the motion. Motion carried (5-2).

- Mr. Eldredge stated that the parcel has never been used for anything except agriculture since it was settled in the middle of the 19th century. He stated that while the 2030 plan suggested estate zoning, the 2050 plan has corrected that designation and calls for agriculture. He stated that the majority of the surrounding land is agriculture.
- Ms. Donner stated that it is appropriate to designate the parcel as agriculture because it is being used as agriculture and the 2050 Plan calls for agriculture.
- Mr. Kosin stated that the future land use plan goes through updates as shown in the progression of the future land use map from the 2030 Plan to the 2050 Plan.
- Mr. Schnable and Mr. Dahlman stated that they do not support the down zoning.
- Mr. Kurnik stated that it is inappropriate to consider the proposed solar use when considering the map amendment. He stated that the map amendment is to be considered on its own merits. He stated that the decision for map amendments is not controlled by one factor but by a balancing of factors under each statement. He stated that the subject parcel has been used for agricultural purposes for years.
- Ms. Gartner stated that the parcel has been farmed forever. She stated that it makes sense to allow the map amendment.

Mr. Eldredge motioned to accept the conditions as presented. Ms. Donner seconded the motion. Motion carried (7-0).

- No discussion followed.

Mr. Eldredge motioned to accept the conditional use. Ms. Donner seconded the motion. Motion carried (7-0).

- Mr. Eldredge motioned to accept the petition subject to the conditions. Ms. Donner seconded the motion. Mr. Eldredge stated that the parcel has been farmed for decades. He stated that the exception to that thought was prior to 2007 when the county thought that it would grow exponentially resulting in farm fields being subdivided. He stated that the state standards have been met. He stated that the location is reasonable.
- Mr. Kosin stated that the conditional use allows the commercial solar energy facilities to be customized to each site. He stated that he approves the project as conditioned.
- Mr. Schnable stated that the use is one of the least intensive uses for the area. Mr. Dahlman concurred.
- Mr. Kurnik addressed the standards and stated that the standards have been met.

12. FACTS THAT SUPPORT RECOMMENDING APPROVAL OF THE REQUEST:

- The request for map amendment from “E-1” Estate to “A-1” Agricultural District was recommended for approval.
- 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:

Map amendment 5 – AYES; 2 – NAYS; 0 – ABSTAIN

Conditional Use 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 Clark Dietz, dated January 27, 2026 (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. Recommendations made by the Illinois Department of Natural Resources in their October 16, 2025, letter to the applicants shall be followed.
7. Fencing shall be provided in compliance with the National Electrical Code (NEC), as applicable, and shall be of a woven wire agricultural style, containing a 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.
8. 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.
9. 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.

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: #Z25-0114

Hearing: March 11, 2026

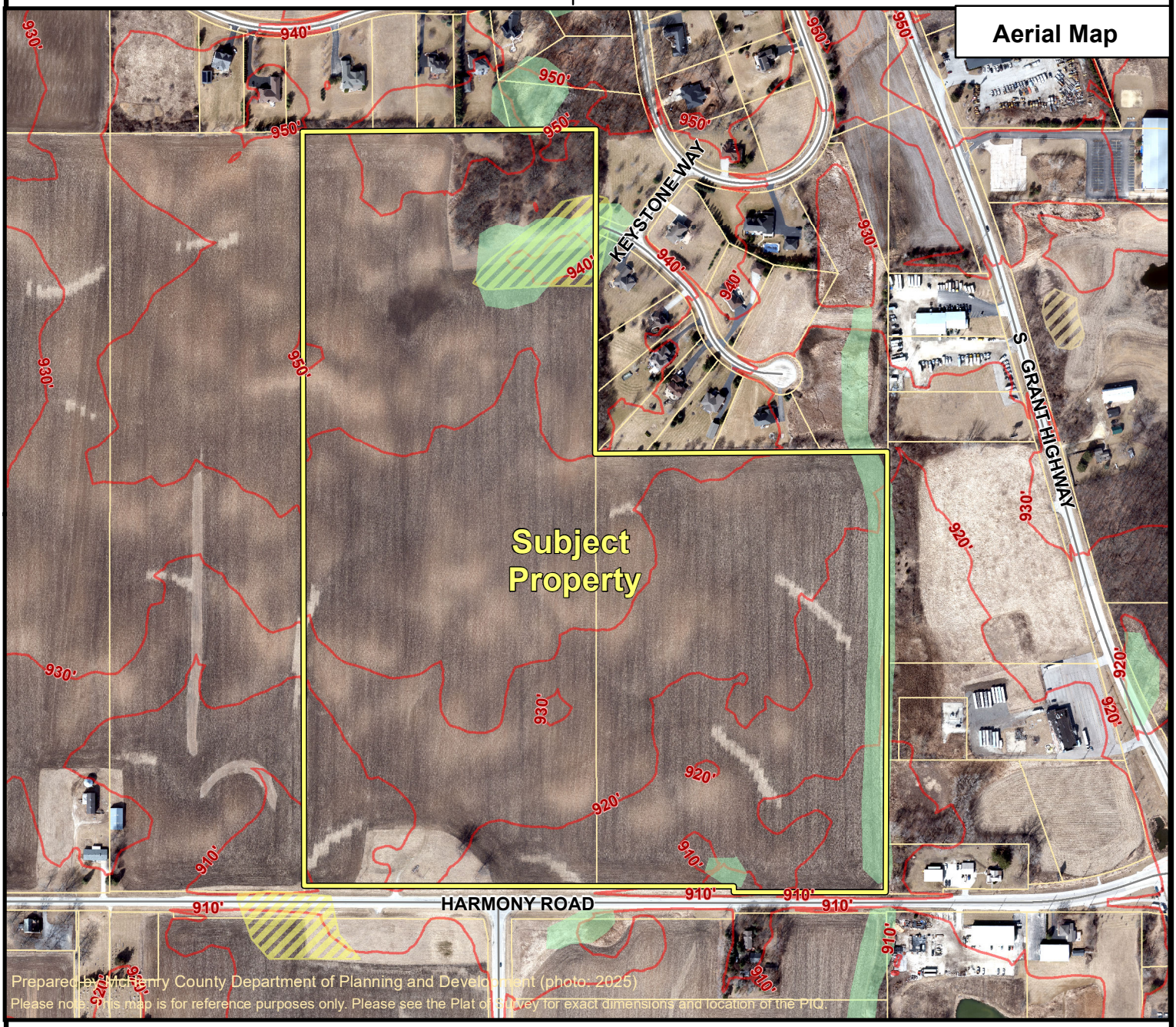
PIN: #17-33-200-006 and #17-33-200-007

Applicant: Green Solar 9, LLC

Location: The property consists of approximately 92 acres and is located on the north side of Harmony Road, approximately 1,000 feet west of the intersection of Harmony Road and South Grant Highway, in Coral Township, Illinois.

Request: Reclassification from the "E-1" Estate District to the "A-1" Agriculture District and a 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)

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 Reclassification from the E-1 Estate District to the A-1 Agriculture District and a Conditional Use Permit to allow for a Commercial Solar Energy Facility. The subject property consists of approximately ninety-two (92) acres and was zoned E-1 Estate District in 2004. Previously erected structures, including a residence and farm buildings, were removed from the site around 2012 and it has remained undeveloped since then. According to aerial photography, the majority of the subject property is currently in crop production.

According to the narrative, the applicant is proposing a 4.98-megawatt commercial solar energy facility, enclosed by an eight (8)-foot tall 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.

Commercial Solar Energy Facilities are not permitted within the "E-1" Estate District. The Reclassification portion of this request must be approved in order for the Conditional Use Permit to be granted.

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*).
- The Petitioner must meet the Approval Standards for Map Amendment, listed in County Code Section 16.20.010.E.1 of the UDO.

STAFF ANALYSIS

Current Land Use & Zoning

The property is adjacent to agricultural uses to the west and south; single-family residential, vacant, and open space to the north; and agricultural, commercial, and single-family residential to the east. The property surrounding the subject property is zoned PD – Planned Development to the north, A-1 Agriculture to the south, E-1 Estate to the west, and I-1 Light Industrial, B-1C Neighborhood Business with a Conditional Use, and B-3 General Business.

2030 Comprehensive Plan Future Land Use Map

The proposed map amendment and conditional use permit are not consistent with the County's future land use designation of Estate. However, the 2030 Comprehensive Plan & 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 (#25-118-4779) indicates that the LE score is 85.94 out of a possible 100 regarding soils for crop production. The NRCS Soil Survey indicates approximately 60.6% of the parcel is comprised of 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.
- The proposed reclassification is a mechanism to preserve agricultural lands in the county.

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 found record of potential Swainson's Hawks in the vicinity of the project location but concluded that adverse effects were unlikely, as long as the applicants adopted their recommendations as outlined in their October 16, 2025 letter. 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*. *Note: This request also includes Reclassification from the "E-1" Estate District to the "A-1" Agriculture District, which is not mandated by the State.* Staff has no objection to the proposed map amendment, typically referred to as downzoning, requested by the applicant. 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 Clark Dietz, dated January 27, 2026 (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. Recommendations made by the Illinois Department of Natural Resources in their October 16, 2025, letter to the applicants shall be followed.

7. Fencing shall be provided in compliance with the National Electrical Code (NEC), as applicable, and shall be of a woven wire agricultural style, containing a 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.

8. 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.

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

§16.20.010.E.1 Approval Standards for Zoning Amendments

Approval Standards for Zoning Amendments. The Zoning Board of Appeals recommendation and the County Board decision shall consider the following standards. However, the Zoning Board of Appeals' recommendation and the County Board's decision on any zoning text or map amendment is not controlled by any one factor under the following standards, but rather the approval of amendments is based on a balancing of the factors under each standard.

1. *Approval Standards for Map Amendments.*

    a. The compatibility of the proposed zoning with the existing use and zoning of nearby property.

    b. The extent to which property values of the subject property are diminished by the existing zoning.

    c. The extent to which the public health, safety, and welfare of the public are promoted by the existing zoning.

    d. The relative gain to the public, as compared to the hardship imposed upon the applicant, if the proposed zoning is denied.

    e. The suitability of the property for the purposes for which it is presently zoned.

    f. The length of time the property has been vacant as zoned considered in the context of land development in the vicinity of the subject property.

    g. The community need for the proposed use.

    h. The consistency of the proposed amendment with the adopted comprehensive plan and the appropriateness of the comprehensive plan to the subject property.

---

§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.

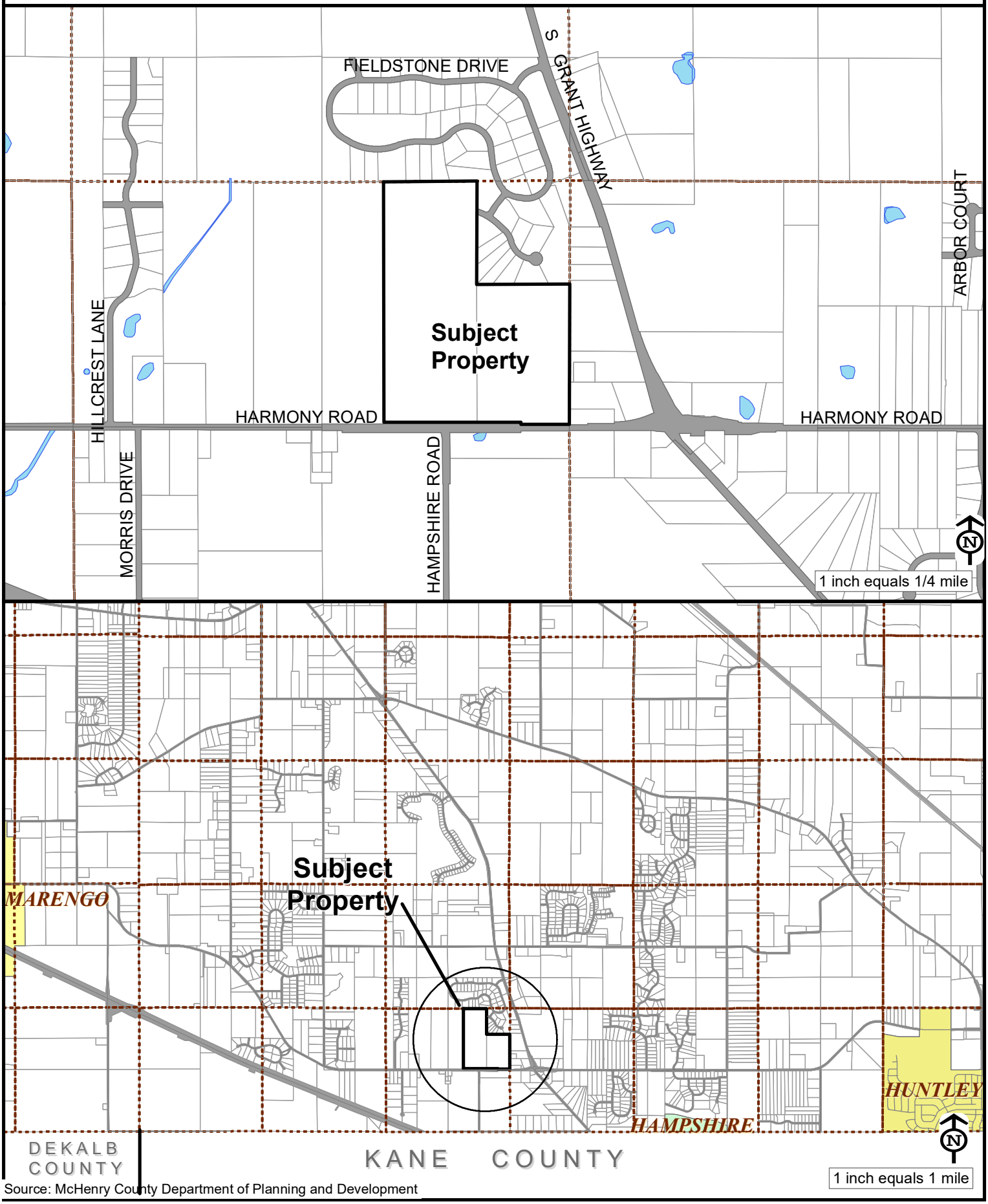
5. Decommissioning. Decommissioning and removal of the COMMERCIAL SOLAR ENERGY FACILITY shall be the responsibility of the operator upon abandonment or revocation of the conditional use permit. All operators shall comply with the following:

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.

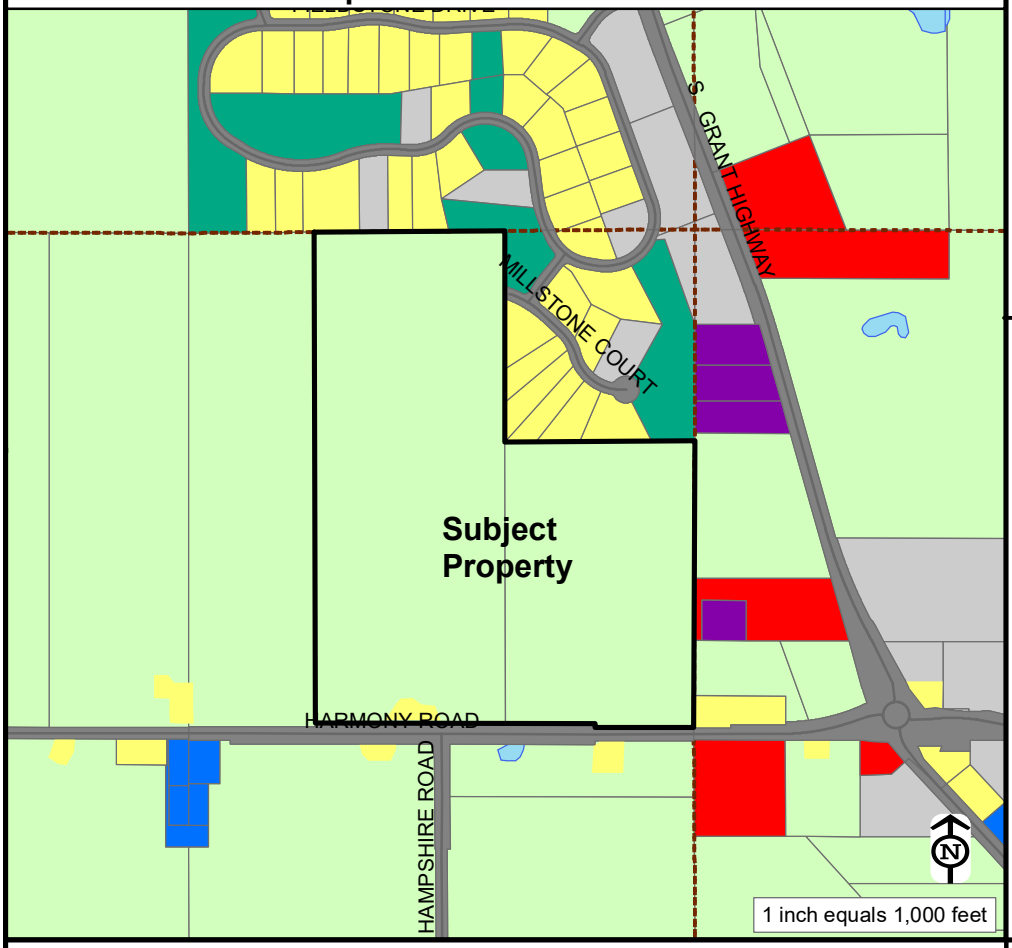
c. During the operation of the facility, a new engineer’s estimate of cost for decommissioning shall be submitted every ten (10) years to the Department of Planning and Development. Upon approval of the estimated costs by the Zoning Enforcement Officer, a revised surety shall be provided to the Department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

Location Map **Harmony Road, Marengo, Illinois** **Coral Township**



Source: McHenry County Department of Planning and Development

Current Land Use Map



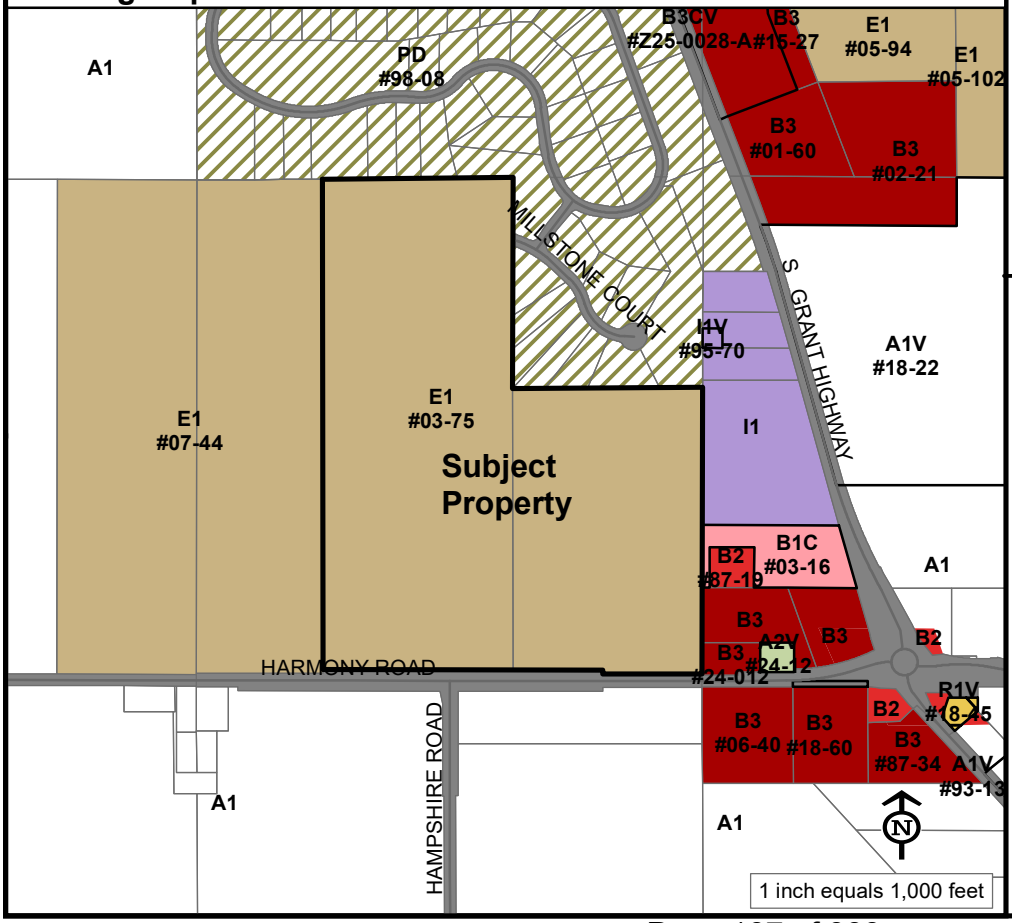
Current Land Use
Agriculture

Adjacent Land Use(s)

North: *Single-Family Residential/ Vacant/Open Space*
South: *Agriculture*
East: *Agriculture/Commercial/ Single-Family Residential*
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



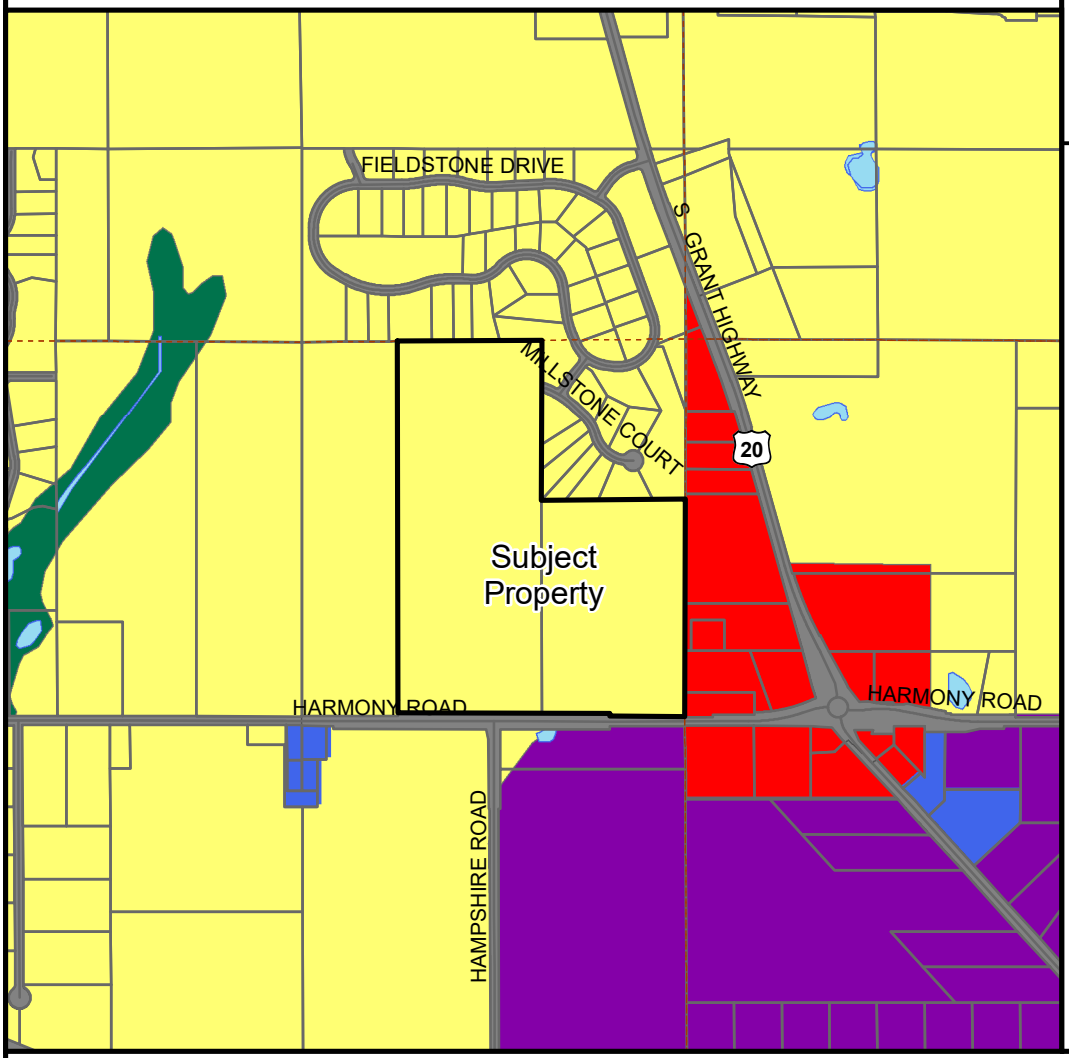
Current Zoning
E-1 Estate

Adjacent Zoning

North: PD - Planned Development
South: A-1 Agriculture
East: I-1 Light Industrial/ B-1C Neighborhood Business/ B-3 General Business
West: E-1 Estate

- 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 Multi-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

Estate

- 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

Coral Township: Estate/Commercial

Hampshire: Estate Residential

McHenry County 2030 Comprehensive Plan — Text Analysis

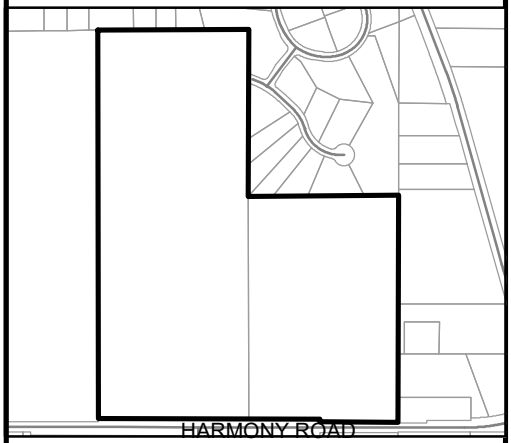
Land Use

Estate includes existing and proposed areas for single-family residential uses at gross densities of one to five acres per dwelling unit. Estate land use is generally designated in areas that are not projected to have access to public sewer and water. Where appropriate, conservation design is encouraged in order to cluster lots and maintain open space within estate developments. Increased estate densities are encouraged where appropriate; however, estate development in close proximity to a municipality should take into consideration that municipality's densities (p. 134).

Sensitive Aquifer Recharge Areas

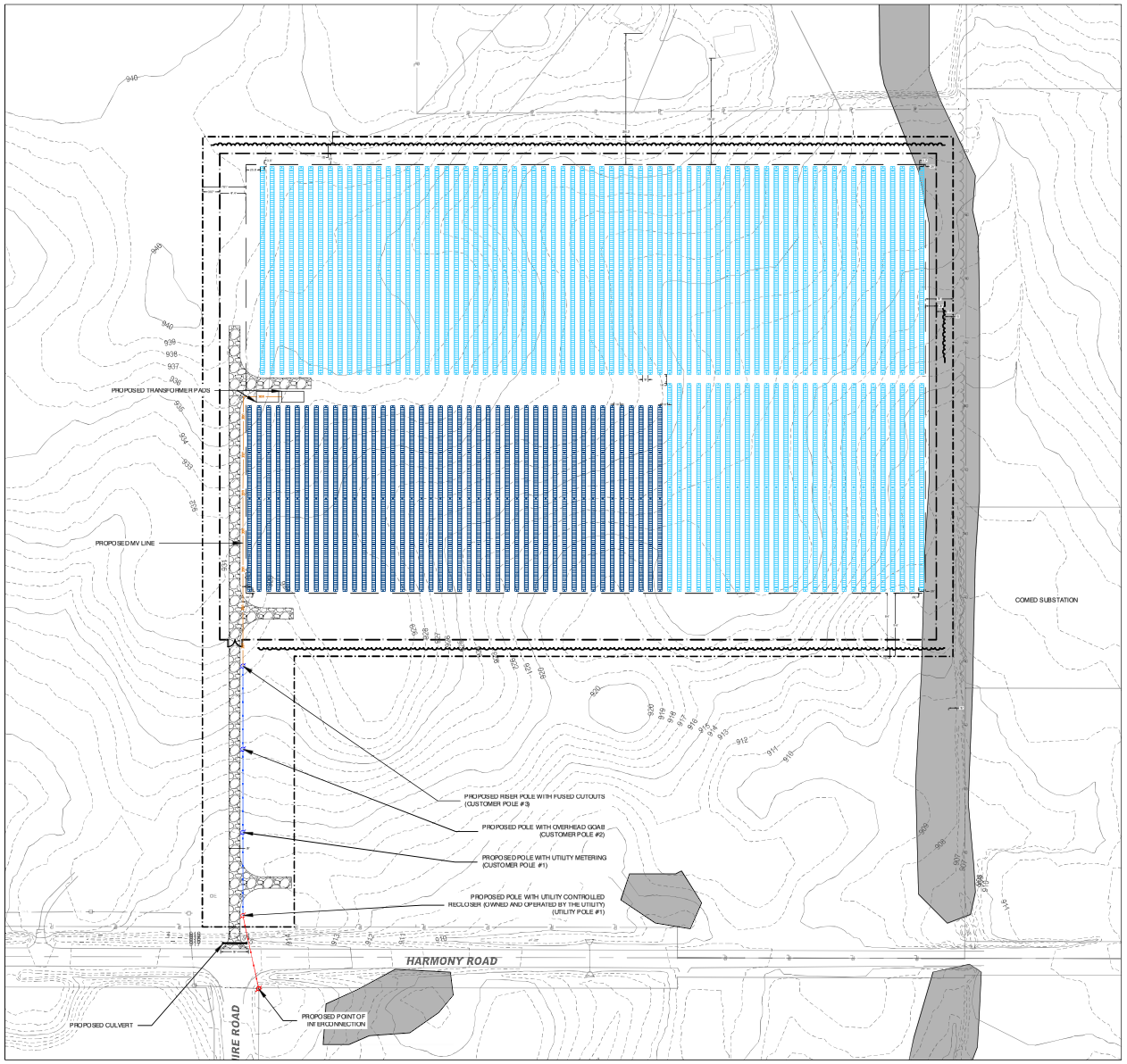
The site is not located in a zone with elevated contamination potential.

Sensitive Aquifer Recharge Areas (SARA)



Sensitive Recharge Area

PLOT DATE: 1/28/2026 3:13 PM
RACHEL.J. RULLA SAVE TIME: 1/28/2026 3:12:59 PM





LEGEND

- REZONING AND LEASE AREA
- PROPERTY LINE
- PROPERTY LINE (OTHERS)
- PROPOSED 8' FENCE
- SOLAR MODULES SETBACK FROM LEASE AREA
- EXISTING TREE LINE
- PROPOSED VEGETATIVE BUFFER
- PROPOSED GRAVEL ACCESS ROAD, 20' WIDTH
- HISTORICAL FLOOD ZONE

Clark Dietz
DESIGN FIRM REGISTRATION NO. 184-000450
1815 S. MEYERS ROAD, SUITE 470
OAKBROOK TERRACE, IL 60181
PHONE : 630.413.4130
www.clarkdietz.com

PROJECT TITLE
GREEN 9 SOLAR, LLC
MARENGO COMMUNITY SOLAR
17318 HARMONY ROAD
MARENGO, IL 60152

DESIGNED BY:	RR
DRAWN BY:	RR
CHECKED BY:	SD
DATE CHECKED:	1/27/26

DATE	REVISION
1/27/26	IFP

DRAWING TITLE
OVERALL SITE LAYOUT

PROJECT No.
C25625002

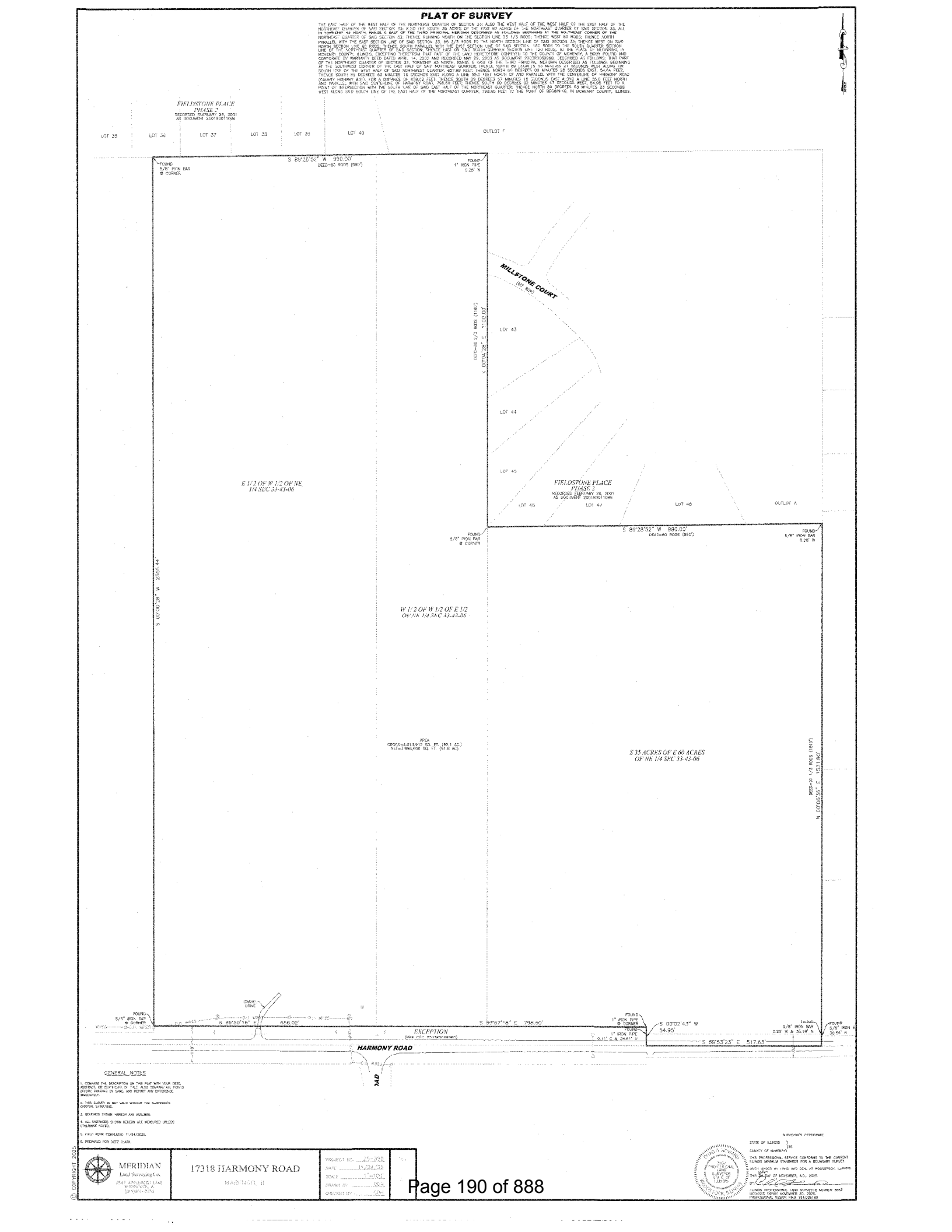
DRAWING No.
C1.01

DWG OF DWGS

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

PLAT OF SURVEY

THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 33; ALSO THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33; ALSO THE SOUTH 35 ACRES OF THE EAST 60 ACRES OF THE NORTHEAST QUARTER OF SAID SECTION 33, ALL IN TOWNSHIP 43 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE RUNNING NORTH ON THE SECTION LINE 93 1/3 RODS; THENCE WEST 60 RODS; THENCE NORTH PARALLEL WITH THE EAST SECTION LINE OF SAID SECTION 33, 66 2/3 RODS TO THE NORTH SECTION LINE OF SAID SECTION 33; THENCE WEST ON SAID NORTH SECTION LINE 60 RODS; THENCE SOUTH PARALLEL WITH THE EAST SECTION LINE OF SAID SECTION, 160 RODS TO THE SOUTH QUARTER SECTION LINE OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE EAST ON SAID SOUTH QUARTER SECTION LINE, 120 RODS, TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS. EXCEPTING THEREFROM THAT PART OF THE LAND HERETOFORE CONVEYED TO THE COUNTY OF MCHENRY, A BODY POLITIC AND CORPORATE BY WARRANTY DEED DATED APRIL 14, 2003 AND RECORDED MAY 29, 2003 AS DOCUMENT 2003R0059860, DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF SAID NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 09 MINUTES 53 SECONDS WEST ALONG THE SOUTH LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER, 627.88 FEET; THENCE NORTH 01 DEGREES 00 MINUTES 28 SECONDS EAST, 54.64 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 16 SECONDS EAST ALONG A LINE 55.0 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF "HARMONY ROAD" (COUNTY HIGHWAY #31), FOR A DISTANCE OF 658.02 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 18 SECONDS EAST ALONG A LINE 55.0 FEET NORTH AND PARALLEL WITH SAID CENTERLINE OF HARMONY ROAD, 798.60 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 42 SECONDS WEST, 54.95 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 53 MINUTES 23 SECONDS WEST ALONG SAID SOUTH LINE OF THE EAST HALF OF THE NORTHEAST QUARTER, 798.60 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.



GENERAL NOTES

1. COMPARE THE DESCRIPTION ON THIS PLAT WITH YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE AND FOR ANY ALL POINTS BEFORE BUILDING BY SCALE, AND REPORT ANY DIFFERENCE IMMEDIATELY.
2. THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE.
3. BEARINGS SHOWN HEREON ARE ASSUMED.
4. ALL DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
5. FIELD WORK COMPLETED 11/24/2025.
6. PREPARED FOR DIETZ CLARK.

© COPYRIGHT 2025

MERIDIAN
Land Surveying Ltd.
2541 KISHWAUKEE LANE
WOODSTOCK, IL
(815)861-7755

17318 HARMONY ROAD

MARENGO, IL

PROJECT NO.	25-330
DATE	12/24/25
SCALE	1"=150'
DRAWN BY	DSH
CHECKED BY	DSH

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
} SS
COUNTY OF MCHENRY }

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

GIVEN UNDER MY HAND AND SEAL AT WOODSTOCK, ILLINOIS, THIS 26TH DAY OF NOVEMBER, A.D., 2025.

ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 3582
LICENSE DATED NOVEMBER 20, 2025
PROFESSIONAL DESIGN FIRM 184.006160

McHENRY-LAKE COUNTY SOIL & WATER CONSERVATION DISTRICT

NATURAL RESOURCES INFORMATION REPORT

25-118-4779

December 22, 2025

This report has been prepared for:
Green Solar 9, LLC

Contact Person:
Rachel Rulla

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.

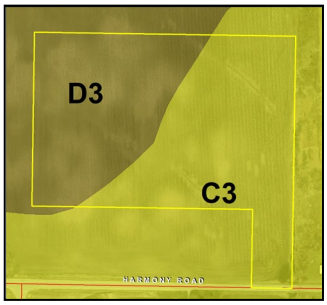
EXECUTIVE SUMMARY OF NRI REPORT #25-118-4779

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.



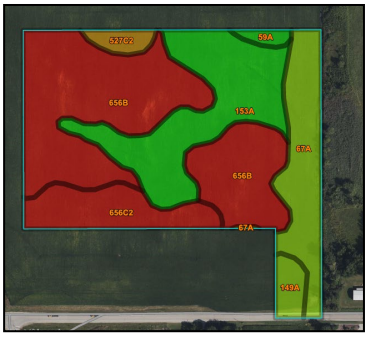


Site Picture: Looking northwest from the southeast corner of the parcel.



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 14.63 acres of C3 and 11.48 acres of D3 geologic limitations. C3 has a moderate contamination potential and D3 has a moderately low 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 14.2 acres or 54.4% of the parcel contains high leachable soils, for fertilizers, on the parcel (identified in red).

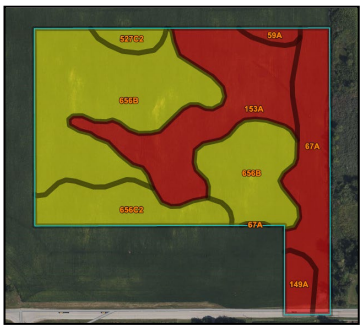
Soil Permeability (This is only the soil profile within the parcel from the surface down to approx. 5 feet. Soil permeability is a reflection of the speed in which water (with or without pollutants) can move through the soil profile.)
The USDA-NRCS Soil Survey Map of the area indicates there are no highly 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 3.4 acres or 12.9% of the parcel contains highly erodible soils.



Prime Farmland Soils
The Natural Resources Conservation Service (NRCS) Soil Survey indicates 15.8 acres or 60.6% of the parcel is comprised of prime farmland soils and 10.3 acres and 39.4% is comprised of prime farmland when drained soils (identified in shades of green).



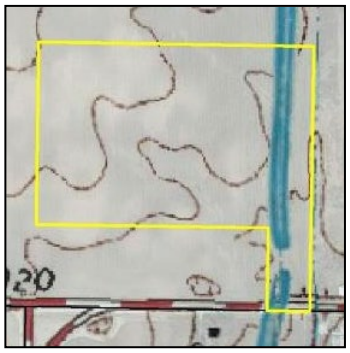
Ground-Based Solar Arrays
The Natural Resources Conservation Service (NRCS) Soil Survey indicates 11.3 acres or 43.4% of the parcel has very limited soils for ground-based solar arrays (identified in red).



Hydric Soils
The NRCS Soil Survey indicates 10.3 acres or 39.4% of the parcel contains hydric soils (identified in orange).

Floodplain Information:

The Flood Insurance Rate Map
Indicates the parcel is outside of the 100-year floodplain.



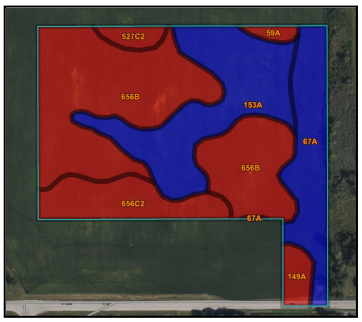
Flood of Record Map (Hydrologic Atlas)
The Flood of Record Map for this area indicates 2.06 acres of the parcel has flooded (identified in blue). It should be noted that the overlay is slightly off. The area flooded should be along the property line.

Wetland Information:

USDA-NRCS Wetland Inventory
The NRCS Wetlands Inventory indicates there are no wetlands on the parcel.

ADID Wetland Inventory
The ADID Wetland Study indicates there are no wetlands on the parcel.

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 10.3 acres or 39.4% 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: None Identified

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 85.94. A Site Assessment was not completed due to the Agricultural zoning on the parcel.

Agricultural Impact Mitigation Agreement: We have received notice from the Illinois Department of Agriculture that an Agricultural Impact Mitigation Agreement has been filed.

Vegetation: Information provided by the applicant indicate pollinator-friendly vegetation will be established throughout the site. It is recommended that the applicant work with the McHenry County Department of Planning & Development to ensure the planting and maintenance plan developed ensure that noxious weeds are controlled, and native plantings are properly installed and managed.

NATURAL RESOURCE INFORMATION REPORT (NRI)

NRI Report Number	25-118-4779
Applicant's Name	Green Solar 9, LLC
Size of Parcel	26.12 acres
Zoning Change	Solar Facility
Parcel Index Number(s)	17-33-200-006, 17-33-200-007
Common Location	Undefined
Contact Person	Rachel Rulla

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*

Illinois Department of
Natural Resources
One Natural Resources Way Springfield, Illinois 62702-1271
http://dnr.state.il.us

JB Pritzker, Governor
Natalie Phelps Finnie, Director

October 16, 2025

Rachel Rulla
Rachel Rulla
1815 S Meyers Road, Suite 470
Oakbrook Terrace, IL 60181

RE: Marengo IL Community Solar
Project Number(s): 2606527 [C25625002]
County: McHenry

Dear Applicant:

This letter is in reference to the project you recently submitted for consultation. The natural resource review provided by EcoCAT identified protected resources that may be in the vicinity of the proposed action. The Department has evaluated this information and concluded that adverse effects are unlikely. Therefore, consultation under 17 Ill. Adm. Code Part 1075 is terminated.

However, the Department recommends:

Establishing pollinator-friendly habitat as groundcover wherever feasible. Solar Site Pollinator Establishment Guidelines can be found here:
https://dnr.illinois.gov/conservation/pollinatorscorecard.html

The site should be de-compacted before planting.

Long term management of the site should be planned for prior to development to ensure successful native pollinator habitat establishment and prevent the spread of invasive species throughout the lifetime of this project. An experienced ecological management consultant should be hired to assist with long-term management.

Required fencing, excluding areas near or adjacent to public access areas, should have a 6-inch gap along the bottom to prevent the restriction of wildlife movement. Woven wire or a suitable habitat wildlife friendly fence should be used. Barbed wire should be avoided.

Trees should be cleared between November 1st and March 31st. All night lighting should follow IDA guidance.

This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary.

The natural resource review reflects the information existing in the Illinois Natural Heritage Database at the time of the project submittal, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, you must comply with the applicable statutes and regulations. Also, note that termination does not imply IDNR's authorization or endorsement of the proposed action.

Please contact me if you have questions regarding this review.

Isabella Newingham

Isabella Newingham
Division of Ecosystems and Environment
217-785-5500

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT
between
Green Solar 9, 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).

Green Solar 9, LLC, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 4.98 MW AC Commercial Solar Energy Facility in **McHenry** County [GPS Coordinates: 42.1627550, -88.532673], which will consist of up to 23.10 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 **Green Solar 9, 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

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

11/5, 2025

Green Solar 9, LLC

By Lorenzo Cipriani, CEO

125 Wolf Road, Suite 312
Colonie, NY 12205

Address

10/15, 2025

IN THE MATTER OF THE APPLICATION OF
ANGEL GUZMAN, OWNER
FOR A ***VARIATION*** OF THE UNIFIED DEVELOPMENT ORDIANCNE OF MCHENRY COUNTY, ILLINOIS

Z26-0001

WHEREAS, your petitioner, ***Angel Guzman,*** has filed a petition with the McHenry County Hearing Officer, requesting a ***variation*** as it relates to the McHenry County Unified Development Ordinance and to the real property more fully described as:

PARCEL 1: THAT PART OF LOT 4 DESCRIBED AS FOLLOWS. BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 4 WHICH IS 185.4 FEET WEST FROM THE SOUTHWEST CORNER OF LOT 1 ACCORDING TO THE PLAT OF OEFFLING'S LAKESIDE SUBDIVISION, RECORDED IN THE RECORDER'S OFFICE OF MCHENRY COUNTY, ILLINOIS, IN BOOK 5 OF PLATS, PAGE 2; THENCE NORTHWESTERLY IN A STRAIGHT LINE, 151.5 TO A POINT WHICH IS 206.2 FEET WESTERLY FROM THE NORTHWEST CORNER OF LOT 3 IN SAID OEFFLING'S LAKESIDE SUBDIVISION; THENCE WEST ON THE NORTH LINE OF SAID LOT 4 AFORESAID, 180 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 151.8 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ON THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 225.5 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART OF SAID LOT 4 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 4, 60.84 FEET; THENCE NORTHEASTERLY ON A LINE PARALLEL WITH THE WESTERLY LINE OF SAID LOT 4, 60.84 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID LOT 4, 60.84 FEET TO THE WESTERLY LINE OF SAID LOT 4; THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF LOT 4, 60.84 FEET TO THE PLACE OF BEGINNING) IN SECOND ADDITION TO OEFFLING'S LAKESIDE SUBDIVISION, BEING A PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 9 EAST Of THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 26. 1936 AS DOCUMENT NO. 122331, IN BOOK 8 OF PLATS, PAGE 146, IN MCHENRY COUNTY, ILLINOIS; ALSO

PARCEL 2: THAT PART OF FRACTIONAL NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A STAKE AT THE SOUTHWEST CORNER OF LOT 1 OF OEFFLING'S LAKESIDE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1923 AS DOCUMENT NUMBER 61139, IN BOOK 5 OF PLATS; PAGE 2; THENCE WESTERLY ON THE QUARTER SECTION LINE, 185.4 FEET FOR A PLACE OF BEGINNING; THENCE NORTH 8 DEGREES, 29 MINUTES WEST, 147.6 FEET TO A STEEL POST SET IN CONCRETE; THENCE

SOUTH 88 DEGREES, 31 MINUTES EAST, 25 FEET TO A POINT; THENCE SOUTH 8 DEGREES, 29 MINUTES EAST TO A POINT ON THE QUARTER SECTION LINE; SAID POINT BEING 25 FEET EAST FROM THE PLACE OF BEGINNING; THENCE WEST ON THE QUARTER SECTION LINE 25 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS; ALSO
PARCEL 3: THAT PART OF LOT 4 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 4, 60.84 FEET; THENCE NORTHEASTERLY ON A LINE PARALLEL WITH THE WESTERLY LINE OF SAID LOT 4, 60.84 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID LOT 4, 60.84 FEET TO THE WESTERLY LINE OF SAID LOT 4; THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF LOT 4, 60.84 FEET TO THE PLACE OF BEGINNING, IN SECOND ADDITION TO OEFFLING'S LAKESIDE SUBDIVISION, BEING A PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 89, TOWNSHIP 45 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 26, 1936 AS DOCUMENT NO. 122331, IN BOOK 8 OF PLATS, PAGE 146, IN MCHENRY COUNTY, ILLINOIS.

PIN 10-08-178-013

More commonly known as ***813 Hayden Drive, McHenry, Illinois in McHenry Township***.

WHEREAS, the Petition requests no reclassification of the subject property from its present classification which is ***"R-1" Single Family Residential District; but a variation be granted to the property to allow for a minimum setback of fifteen (15) feet from the minimum fifty (50) feet from the North lot line for a detached accessory structure.***

WHEREAS, the subject property consists of approximately ***(.78) acres*** in which no reclassification is contemplated.

WHEREAS, a hearing on said petition was held before the Hearing Officer 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 Hearing Officer of McHenry County ***did recommend the granting of a variation to allow for a minimum setback of fifteen (15) feet from the minimum fifty (50) feet required from the North lot line for a detached accessory structure, subject to the following condition: Any parking of vehicles outside of the garage shall be located on the asphalt to the east of the structure and shall not be located in front (north) of the garage.***

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

WHEREAS, the McHenry County Board has determined that the standards for a variation 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 for a minimum setback of fifteen (15) feet from the minimum fifty (50) feet required from the North lot line for a detached accessory structure, subject to the following condition: Any parking of vehicles outside of the garage shall be located on the asphalt to the east of the structure and shall not be located in front (north) of the garage.***

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: _____

HEARING OFFICER REPORT TO THE MCHENRY COUNTY BOARD IN THE MATTER OF PETITION Z26-0001

1. **Recommendation:** Approve

2. **Applicant**: Angel Guzman, Owners of Record

3. **Request**: Variation within the R-1 Single-Family Residential District to allow for a minimum setback of fifteen (15) feet from the minimum fifty (50) feet required from the north lot line for a detached accessory structure. (McHenry County Unified Development Ordinance §16.56.050.A.2.d)

4. **Location and size of property in question:** The subject property consists of approximately .78 acres and is located on the south side of Hayden Drive, at its intersection with Riverdale Drive, in McHenry Township, Illinois. Common address: 813 Hayden Drive, McHenry, Illinois. PIN: 10-08-178-013

5. **Present at hearing**:
   Applicant: Angel Guzman
   Michael J. McNerney, Hearing Officer
   Kim Scharlow, County Staff; Kit GearhartSchinske, County Staff
   Public: Adam Vick, Angel Guzman

6. **Date, time and location of the hearing**: at 11:00a.m., McHenry County Government Center, Ware Road Administration Building, Woodstock, IL 60098.

7. **Items of evidence**:
   Official Site Plan, Application to allow variance, Natural Resource Information Report, McHenry-Lake County Soil & Water Conservation District Letter of L26-002-4785.

8. **Summary of Testimony at the hearing:**

   The Hearing Officer opened the meeting, described the property, and the request. The applicant would like to build a detached garage where a garage previously existed.

   Mr. Vick, on behalf of the McHenry Township Road District, requested that the structure be moved back twenty (25) feet from the right of way. He stated that the township is opposed to all new construction close to the road because it makes plowing the road difficult.

   Staff asked the applicant for clarification on the septic location. Mr. Guzman stated that he hired a septic company to locate the field. He stated that he would not be able to move the structure backward due to the location of the septic field.

   Mr. Guzman referred to his Plat of Survey to show the distance between the right of way and the proposed garage, which is approximately fifteen (15) feet. Mr. McNerney asked the applicant if he would agree to a condition to state that any parking outside of the garage shall be limited to asphalt (existing as of the of this date 3/10/2026) on the east

side of the proposed garage and parking shall not occur in front (north) of the proposed garage. Mr. Guzman agreed to the condition.

The applicant answered the Variation Approval Standards questions asked by Mr. McNerney.

The Hearing Officer found that all of the Standards for Approval had been met and recommended approval of the request.

9. Recommended findings of fact as to the Request for the Variation:

The Witness has met their burden of establishing the necessary ordinance requirements. Accordingly, it is my recommendation that the petitioners' request be granted.

Respectfully submitted,

/S/: *Michael J. McNerney*
Michael J. McNerney

McHenry Township **Hearing Date: March 10, 2026**

PLAN REVIEW REPORT

VARIATION REQUEST APPLICATION #Z26-0001

Applicant: Angel Guzman, Owner of Record

Request: ***Variation*** within the ***R-1 Single-Family Residential District*** to allow for a minimum setback of fifteen (15) feet from the minimum fifty (50) feet required from the north lot line for a detached accessory structure. *(McHenry County Unified Development Ordinance §16.56.050.A.2.d)*

Location: The subject property consists of approximately .78 acres and is located on the south side of Hayden Drive, at its intersection with Riverdale Drive, in McHenry Township, Illinois. Common address: 813 Hayden Drive, McHenry, Illinois
PIN: 10-08-178-013

Current Land Use: The property is designated ***Single-Family Residential*** on the Current Land Use map.

Adjacent Land Use: North: *SINGLE-FAMILY RESIDENTIAL* East: *SINGLE-FAMILY RESIDENTIAL*
South: *SINGLE-FAMILY RESIDENTIAL/VACANT* West: *SINGLE-FAMILY RESIDENTIAL*

Current Zoning: The property is currently zoned ***R-1 Single-Family Residential District/LN***

Adjacent Zoning: *North: R1 Single-Family Residential/LN* *East: R1CV Single-Family Residential/LN*
South: R1/R1V Single-Family Residential/LN *West: R1 Single-Family Residential/LN*

2030 Plan: The property is designated ***RESIDENTIAL*** on the *McHenry County Land Use Plan Map.*

Improvements: The Plat of Survey for the subject property reflects a one (1) story frame residence, frame shed, pole barn, wood fence, and areas of concrete, asphalt and brick.

Natural Resources: No wetlands were found on the site. Impact to natural resources from the proposed use is minimal, according to Natural Resources Inventory (NRI) Letter L26-002-4785.

Flood Hazard Areas: No floodplain was found on site.

Flood-of-Record: No flood-of-record was found on site.

SARA: The site IS NOT located in a zone with elevated aquifer contamination potential, according to the McHenry County Sensitive Aquifer Recharge Area (SARA) map.

Comments/ Conclusion:

- The granting of the requested variance would allow the landowner to apply for a building permit for the accessory structure in the proposed location.
- The applicant should be aware that under **Section 16.20.020 (F)** of the ***McHenry County Unified Development Ordinance***, several standards are cited, all of which must be met in order for a Variation to be granted. These standards include hardship in relation to the site conditions, that the request is unique to the property, that the purpose of the request is not based on any monetary gain, that the petitioners did not cause or create the hardship, that the request is not detrimental to the public welfare and safety, that the request will not impair adequate light and air to adjacent property, or increase congestion in the public streets, or increase danger of fire, and that the request not confer any special privilege to the applicant that is denied to others of the same zoning district.
- An Illinois Department of Natural Resources (IDNR) report was not required for this project.

Aerial Photo

813 Hayden Drive, McHenry, Illinois

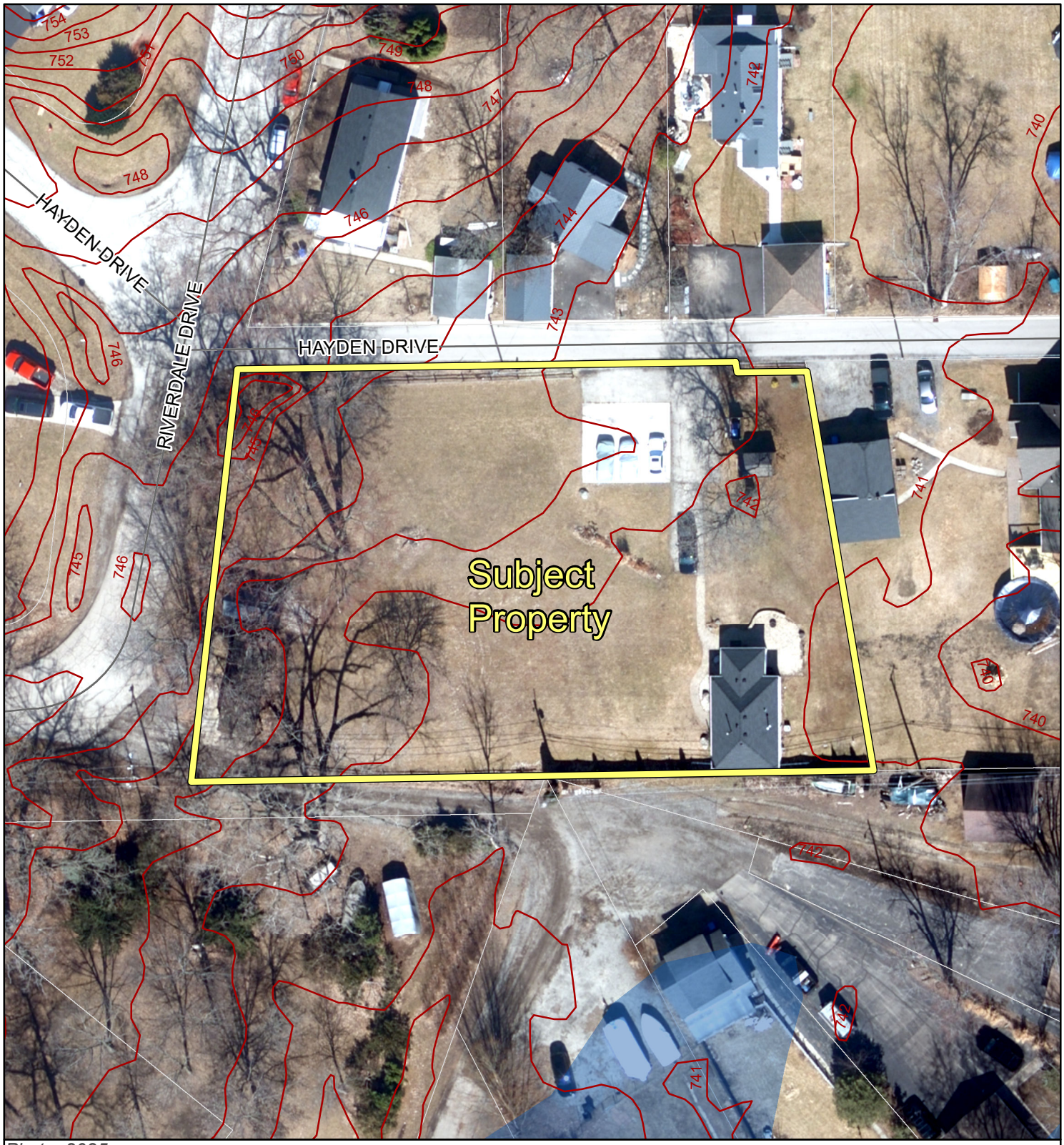


Photo: 2025

Any parcel lines depicted on the aerial photograph are for general reference only. Please refer to the plat of survey for the location of lot or parcel lines.

0 25 50 100

Feet

Elevation (feet above sea level)

Contours

FEMA Flood Hazard Areas

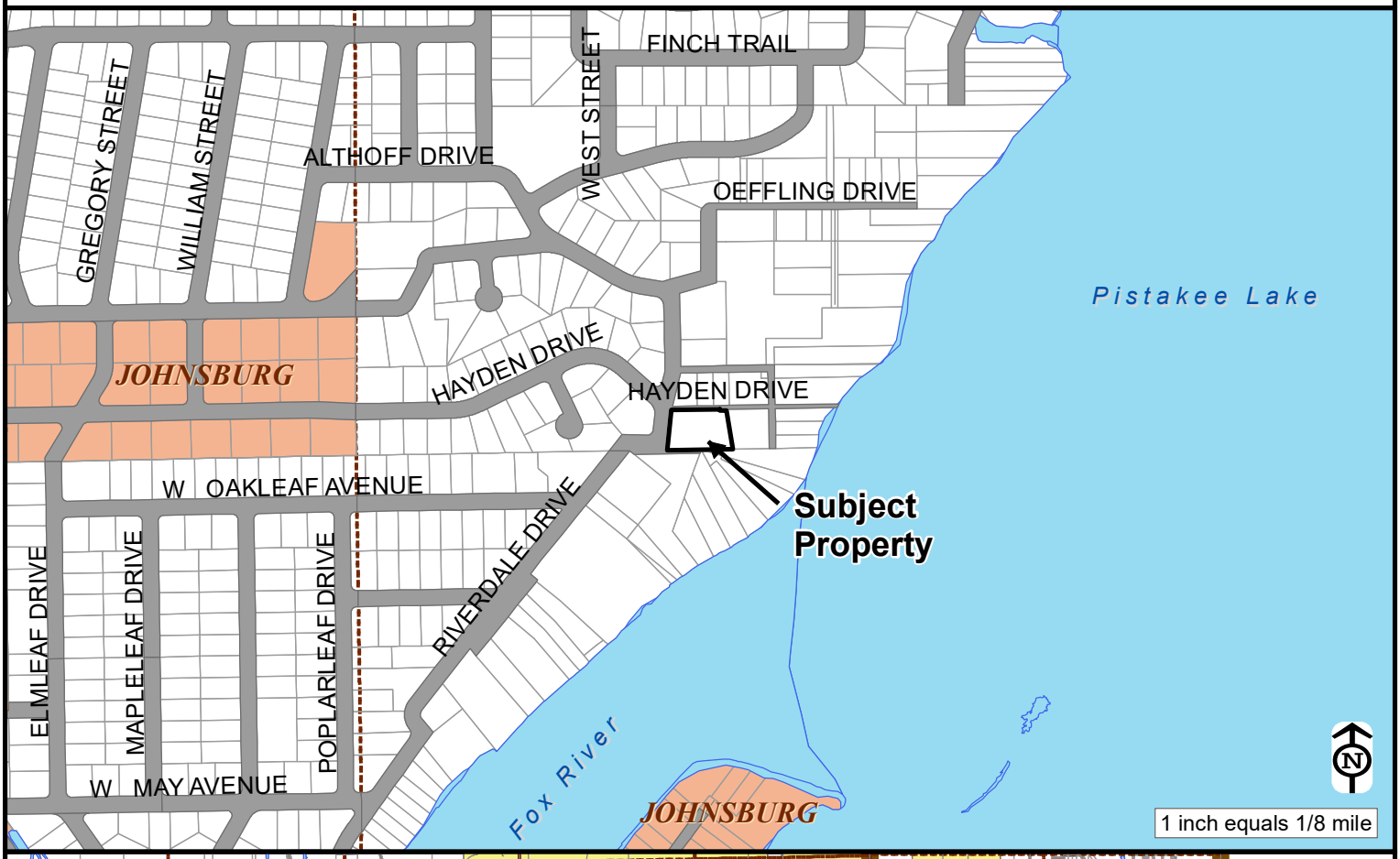
0.2 % Annual Chance of Flood

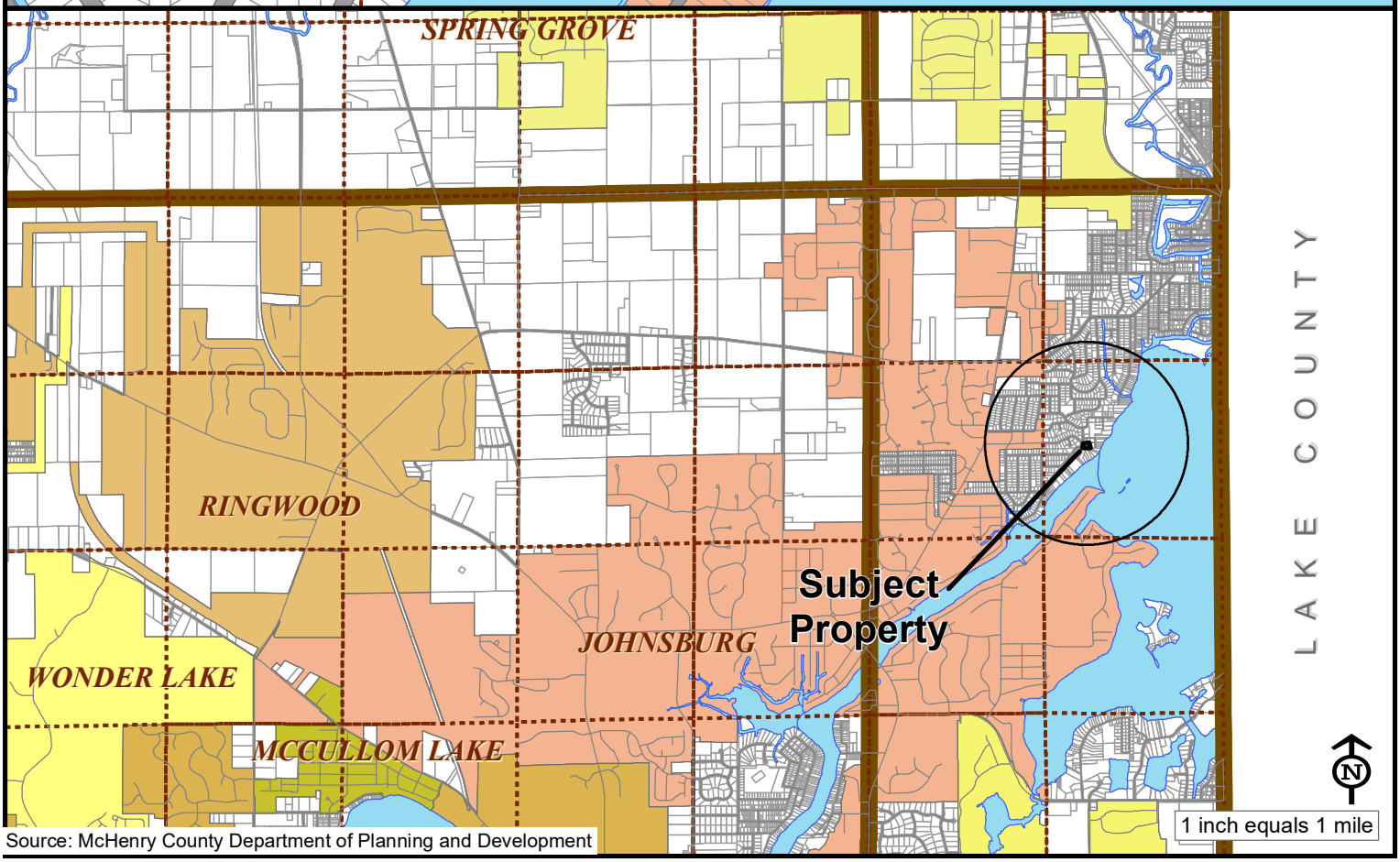
1% Annual Chance of Flood

Floodway

Prepared by the McHenry County Department of Planning and Development

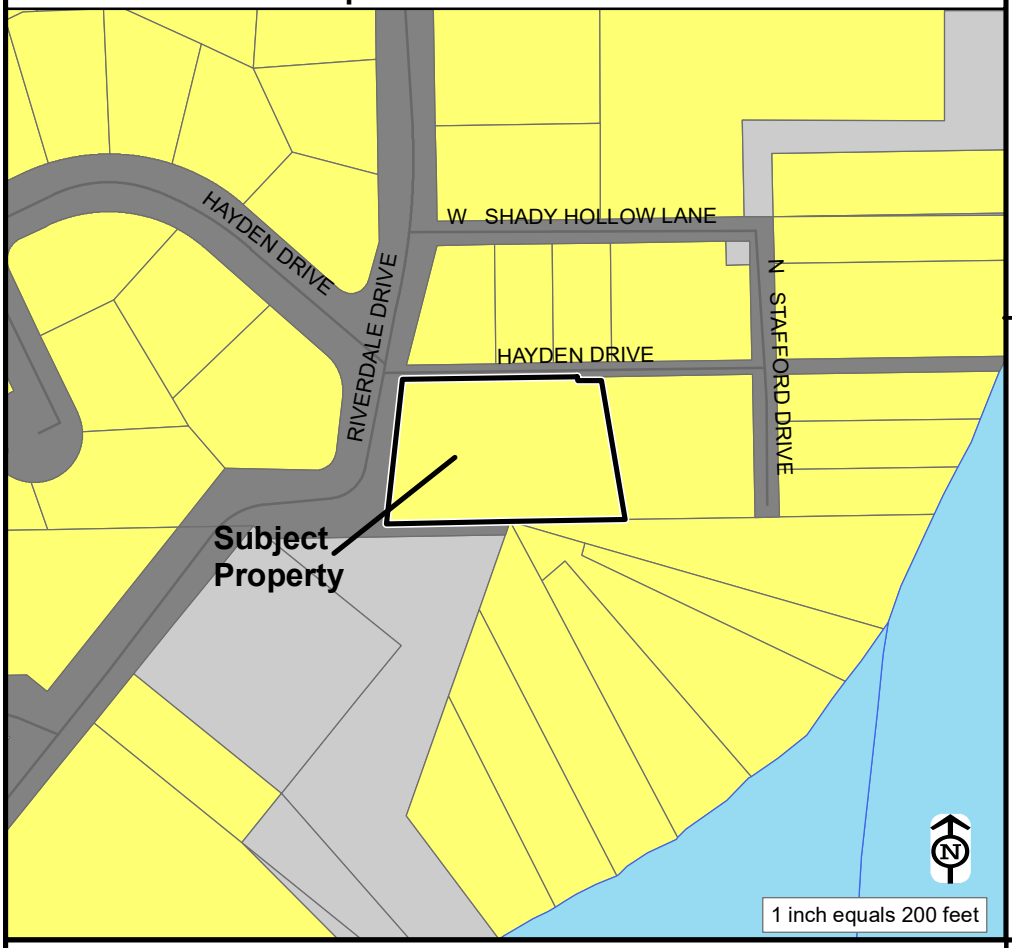
Location Map | **813 Hayden Drive, McHenry, Illinois** | **McHenry Township**





Source: McHenry County Department of Planning and Development

Current Land Use Map



Current Land Use

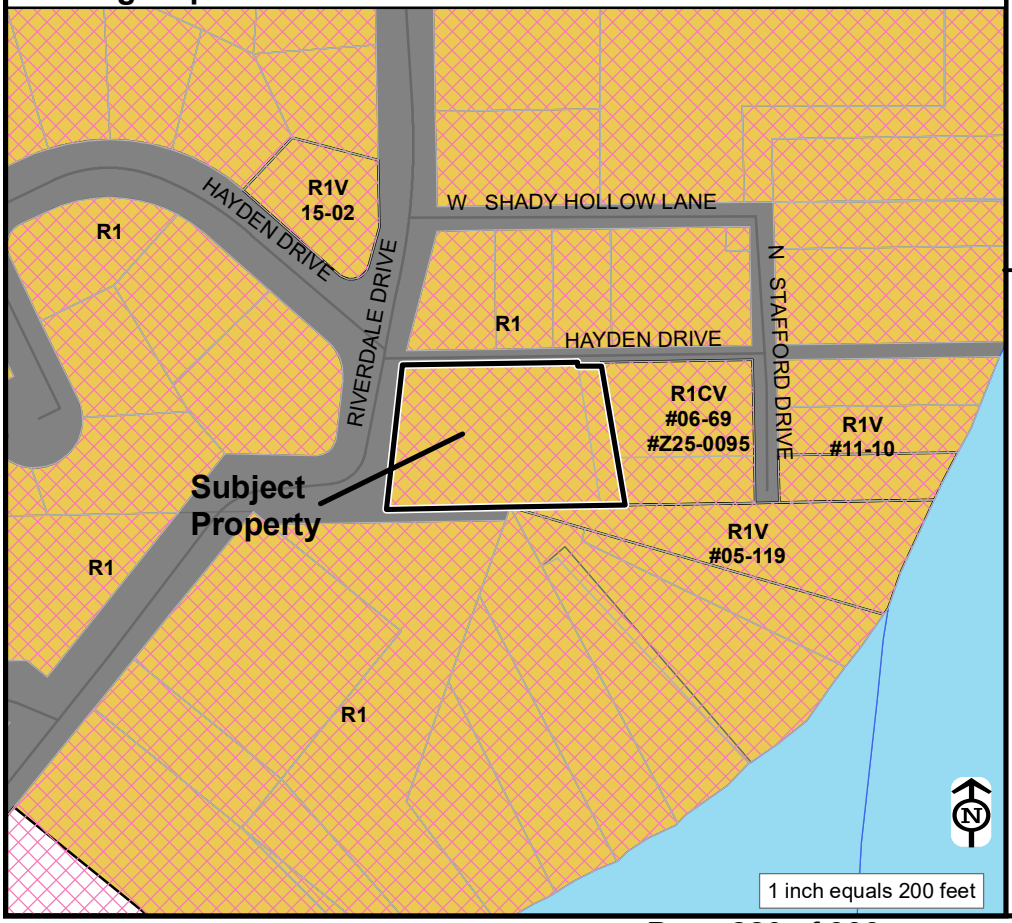
Single-Family Residential/Vacant

Land Use Adjacent to the PIQ

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

- 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

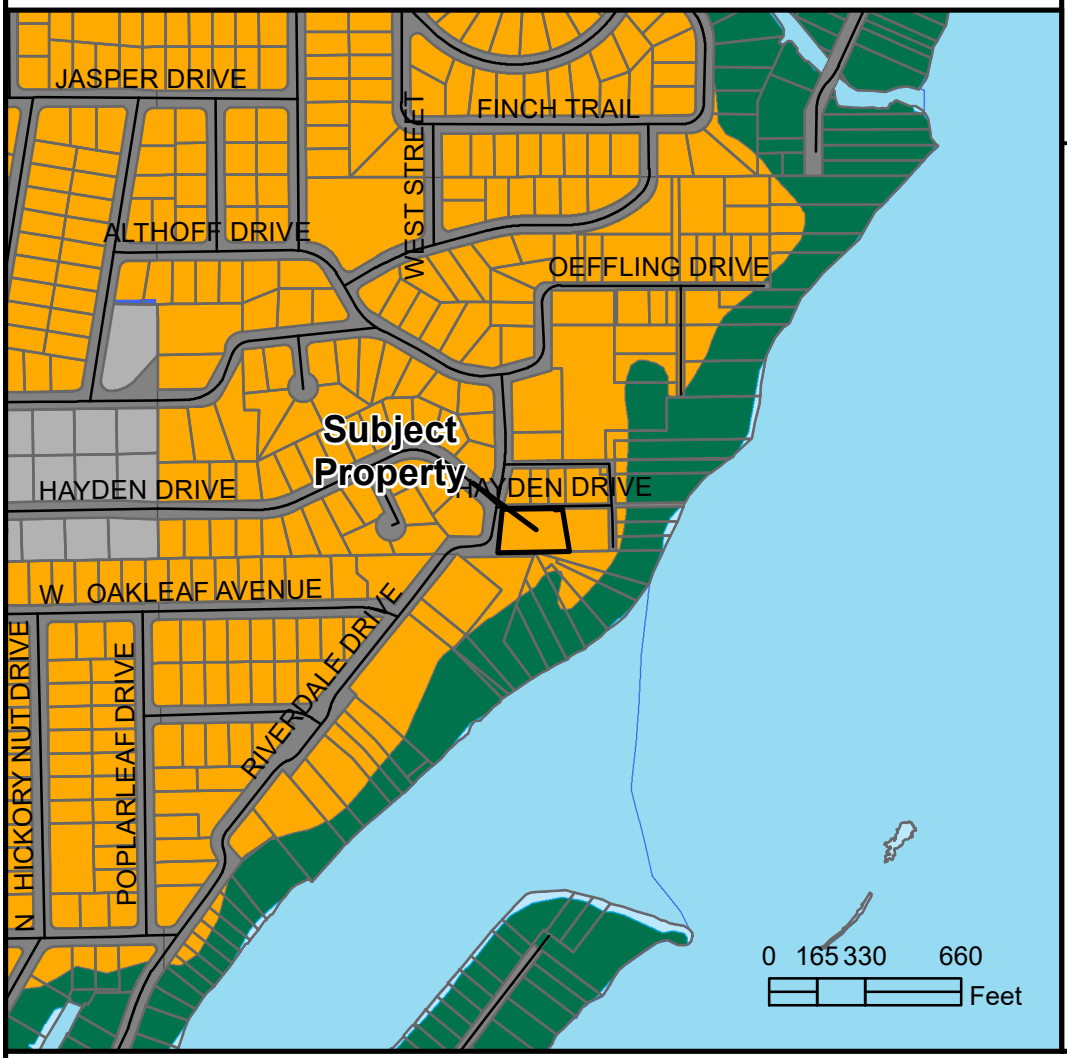
R-1 Single-Family Residential/LN

Adjacent Zoning

North: R-1 Single-Family Residential/LN
South: R-1/R1V Single-Family Residential/LN
East: R-1CV Single-Family Residential/LN
West: R-1 Single-Family Residential/LN

- 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 Liquour 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
- Legacy Neighborhood

McHenry County 2030 Comprehensive Plan Future Land Use Map



Future Land Use Map Designation

Residential

- 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 = 1/8 mile

Municipal/Township Plan Designations

McHenry Township: Residential

Johnsburg: Medium Density Residential

Spring Grove: No Designation

Fox Lake: Low Density Residential

McHenry County 2030 Comprehensive Plan — Text Analysis

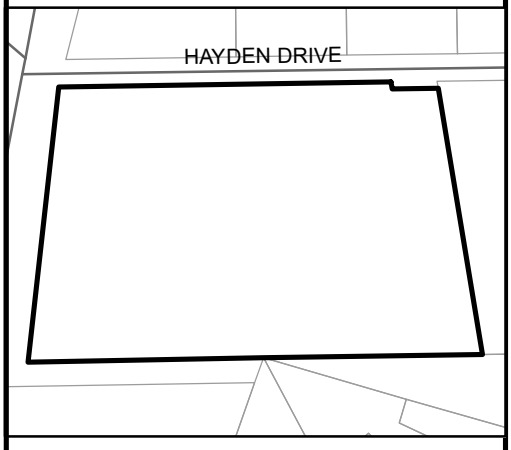
Land Use

Residential - includes existing and proposed areas for single-family and multifamily residential uses at gross densities of less than one acre per dwelling unit.

Sensitive Aquifer Recharge Areas

The site *IS NOT* located in a zone with elevated contamination potential.

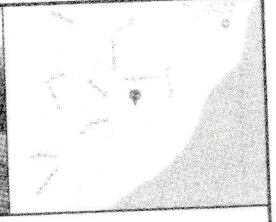
Sensitive Aquifer Recharge Areas (SARA)



Monty Boatright

Law Offices of Monty Boatright





PROPERTY ADDRESS:
813 HAYDEN DRIVE, MCHENRY, ILLINOIS 60051

SURVEY NUMBER: 2403.2894

DATE SIGNED: 03/20/24 | **FIELD WORK DATE:** 3/19/2024

REVISION DATE(S):
REV.0 3/20/2024)

POINTS OF INTEREST
NONE VISIBLE

STATE OF ILLINOIS }SS
COUNTY OF LASALLE }

THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. GIVEN UNDER MY HAND AND SEAL THIS DATE HEREON.

WARREN D. JOHNSON
035-002971
PROFESSIONAL LAND SURVEYOR
SANDWICH, IL
STATE OF ILLINOIS

ILLINOIS PROFESSIONAL LAND SURVEYOR No. 2971
LICENSE EXPIRES 11/30/2024
EXACTA LAND SURVEYORS, LLC
PROFESSIONAL DESIGN FIRM 184008059-0008

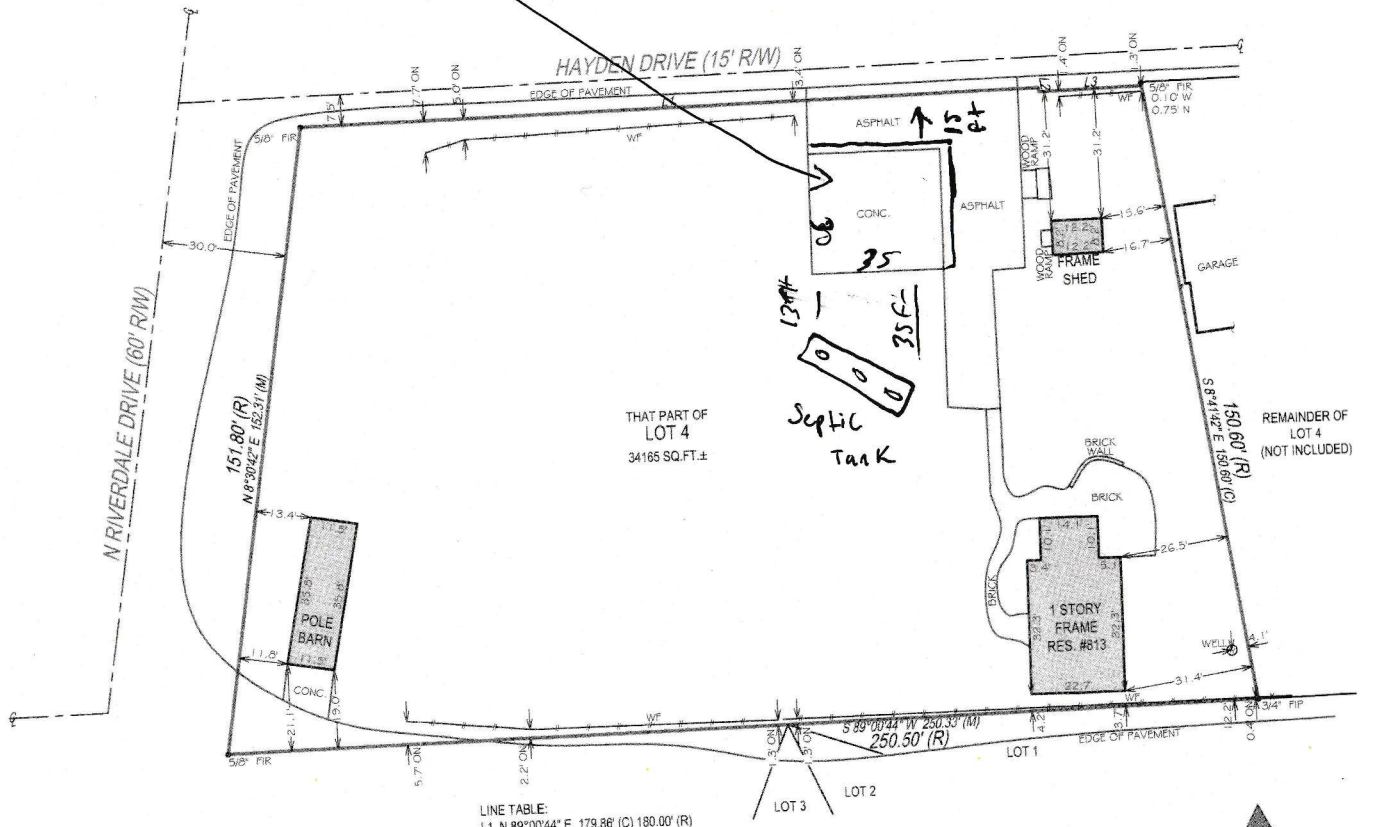
EXACTA Land Surveyors, LLC

Exacta Land Surveyors, LLC
PLS# 184008059
o: 773.305.4011
316 East Jackson Street | Morris, IL 60450

SurveySTARS

2403.2894
BOUNDARY SURVEY
MCHENRY COUNTY

proposed garage 30x35x12



LINE TABLE:
L1 N 89°00'44" E 179.86' (C) 180.00' (R)
L2 S 8°41'42" E 1.00' (C)
L3 N 89°00'44" E 25.00' (C) 25.00' (R)

N

30 0 15 30
GRAPHIC SCALE (In Feet)
1 inch = 30' ft.

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION

McHENRY-LAKE COUNTY
SOIL & WATER
CONSERVATION DISTRICT

1648 S. Eastwood Dr. Woodstock, Illinois 60098 (815) 338-0444 ext. 3 www.mchenryswcd.org

January 6, 2026

Lisa Pudelek
813 Hayden Dr.
McHenry, IL 60051
Email: angelguzman773@gmail.com

Re: Parcel # 10-08-178-013
Common Location: 813 Hayden Dr., McHenry, IL
NRI# L26-002-4785
Zoning Change: Variance for detached garage

Dear Ms. Pudelek:

The McHenry-Lake County Soil and Water Conservation District has carefully reviewed your application for Natural Resource Information Report on the Angel Guzman property as applied for in Report #26-002-4785. Due to the amount of previously disturbed soils on the site, the SWCD finds that impact to natural resources from the proposed use is minimal for the purposes of the NRI report. A full Natural Resource Information Report will not be necessary.

No floodplain or wetlands were found on the site from office maps. Our wetland inventory is for informational and planning purposes only. Any proposed drainage work, in wet areas, requires a certified wetland delineation. If drainage work is to occur, please contact the Army Corps of Engineers and McHenry County Department of Planning & Development for permit information.

This letter fulfills your requirement to notify the SWCD of land use changes as per the Illinois Compiled State Statutes, Chapter 70, Par. 405/1 et seq. Illinois Revised Statutes, Ch. 5, Par 106 et seq. and the McHenry County Stormwater Ordinance. If you have any questions concerning this letter, feel free to call our office.

Sincerely,

Spring M. Duffey
Executive Director

cc. McHenry County Department of Planning and Development

IN THE MATTER OF THE APPLICATION OF)
CHICAGO TITLE LAND TRUST 1065334, OWNER)
FOR AN AMENDMENT OF THE UNIFIED DEVELOPMENT) Z26-0003
ORDINANCE OF McHENRY COUNTY, ILLINOIS FOR)
A RECLASSIFICATION

WHEREAS, your Petitioner ***Chicago Title Land Trust 1065334, owner of record,*** has filed an application with the McHenry County Zoning Board of Appeals requesting reclassification of the subject property from the ***"A-1" Agriculture District to "A-2" Agriculture District*** as it relates to the McHenry County Unified Development Ordinance, as it relates to the real property more fully described as:

Part of Government Lot 2 of the Northwest Quarter of Section 2, Township 45 North, Range 7 East of the Third Principal Meridian, being described as follows: Commencing at the Northwest corner of said Government Lot 2 of the Northwest Quarter of Section 2; thence South 89 degrees 56 minutes 50 seconds East along the North line thereof, 31.07 feet to the Southwest corner of the Southwest Quarter of Section 35 in Township 46 North, Range 7 East of the Third Principal Meridian; thence North 89 degrees 52 minutes 22 seconds East along the North line of said Government Lot 2 of the Northwest Quarter of Section 2, a distance of 397.48 feet to the Place of Beginning; thence continuing North 89 degrees 52 minutes 22 seconds East along said North line, 491.00 feet; thence South 00 degrees 07 minutes 38 seconds East, 350.00 feet; thence South 89 degrees 52 minutes 22 seconds West, 339.00 feet; thence South 00 degrees 07 minutes 38 seconds East, 302.30 feet; thence South 89 degrees 52 minutes 22 seconds West, 152.00 feet; thence North 00 degrees 07 minutes 38 seconds West, 652.30 feet to the Place of Beginning in McHenry County, Illinois.

Part of PIN 08-02-100-001

More commonly known ***as 9913 Thayer Road, Wonder Lake, Illinois in Greenwood Township.***

WHEREAS, the Application requests ***reclassification of the subject property from its present classification which is "A-1" Agriculture District to "A-2" Agriculture District***.

WHEREAS, the subject property consists of approximately ***five (5) acres*** in which reclassification is contemplated.

WHEREAS, a hearing on said application 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 the exhibits advanced thereat, the Zoning Board of Appeals of McHenry County did ***recommend by a vote of 6 ayes and 0 nay the granting of the reclassification of the subject property from its present classification which is "A-1" Agriculture District to "A-2" Agriculture District.***

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 requirements for reclassification of the subject property 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 ***reclassification of the subject property from its present classification which is "A-1" Agriculture District to "A-2" Agriculture District***.

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: _____

Linnea Kooistra:

Okay. All right. So, at this time, we'll close the hearing portion, and we'll move on to the voting portion of this meeting. So, I would entertain a motion to approve this request.

Vicki Gartner:

So moved.

Duane Dahlman:

So moved.

Linnea Kooistra:

Okay, moved by Ms. Gartner, seconded by Mr. Dahlman. Discussion, Ms. Gartner?

Vicki Gartner:

This property, it's application number Z26-0003, one of the first ones of this year, by the way, at 9913 Thayer Road. And it's not Marengo, it's actually-

Linnea Kooistra:

Wonder Lake.

Vicki Gartner:

Wonder Lake.

Louis Pappas:

Wonder Lake.

Vicki Gartner:

Okay, despite what our packet says. And it is here in McHenry Township. This is a simple A1 to A2 request. This meets the Plat Act, the standards have been met. There's nothing outstanding about this. Nothing is going to change should this be approved. And I'm in favor of it.

Linnea Kooistra:

Mr. Kosin.

Robert Kosin:

I, too, am in favor of this. And I appreciate the elements as set out in compliance with the UDO, as well as the reference to the provisions of the Illinois Plat Act. And for that reason, reasons, I'll be in support of this application.

Linnea Kooistra:

Mr. Schnable?

Kurt Schnable:

This is a classic example of what an A2 reclassification should look like. It's a nice clean one, and I highly support it.

Linnea Kooistra:

Ms. Donner?

Mary Donner:

I'm in support.

Linnea Kooistra:

Mr. Dahlman?

Duane Dahlman:

I think the petitioner has done an excellent job of laying out a good plan here for the property. It shows a lot of future thought, and I will be supporting this.

Linnea Kooistra:

And I agree with my colleagues, I believe this is a classic A2. It's out in a rural area. The purpose of the A2 is to protect rural residences and allow farmers to sell off the balance of their land but maintain a rural residence.

And so, I think it meets the standards of Section 16.20.0101.E.1 of the Unified Development Ordinance, as well as Section 16.36.020. It matches the Comprehensive Plan, it's consistent with the surrounding land uses and future land-use designation, and so, I'm in favor of the request. So, 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:
And I'll vote yes. So, this will go to the County Board with a 6-0 vote approving their request.

MCHENRY COUNTY

ZONING BOARD OF APPEALS

MINUTES l February 26, 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 – Z26-0003

1. **APPLICANT:** Chicago Title Land Trust

2. **REQUEST:** Reclassification from A-1 Agriculture District to A-2 Agriculture District.

3. **LOCATION AND SIZE OF PROPERTY IN QUESTION:** The five (5) acre subject property is located on the South side of Thayer Road, approximately four hundred (400) feet East of the intersection of Miller Road and Thayer Road, with a common address of 9913 Thayer Road, Wonder Lake, Illinois in Greenwood Township.

4. **DATE AND TIME OF HEARING AND VOTING MEETING:** February 26, 2026, 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, Robert Kosin, Mary Donner, Kurt Schnable, Duane Dahlman

   B. Witness: Louis Pappas

   C. Attorney: Jeremy Shaw

   D. Public: Melody Jacobson – County Staff, Kit GearhartSchinske – County Staff, John Ferris, M. McCleasy

7. **ITEMS OF EVIDENCE:** None

8. **SUMMARY OF TESTIMONY AT HEARING:** Chair Kooistra opened the hearing and introduced the application.

Mr. Shaw, the attorney representing the applicant, provided testimony that the petition requests A-2 Agricultural zoning for the five (5) acre subject property. He explained that the purpose of the request is to allow the five (5) acre tract to be sold as a residential parcel, while the remaining approximately one hundred and sixteen (116) acres, currently being actively farmed and row-cropped, would continue to be used for agricultural purposes. He further stated that the five (5) acre area under consideration includes the existing residence and remaining farmstead structures.

Mr. Shaw stated that the rezoning qualifies under an exemption to the Illinois Plat Act because the parcel exceeds five (5) acres and does not require new access easements or roads. He emphasized that the configuration of the five-acre parcel was intentionally designed to preserve as much productive farmland as possible while separating the wooded residential area from the tillable acreage. Mr. Shaw then stated that the request meets the standards for map amendment and aligns with the intent and requirements of the A-2 Agricultural District.

Mr. Pappas, who currently resides in the principal residential structure, testified that the property has been in his family since 1972, and that the residence was originally built in 1886. He noted that the property once included a full-size milking barn, which has since fallen, and that a machine shed remains. Mr. Pappas also noted that he intends to continue living in the home if the rezoning is approved.

Mr. Pappas testified that selling the residence as part of a one hundred and sixteen (116) acre tract would limit marketability and affordability, whereas the A-2 Agriculture classification would allow the farmstead to be separately purchased while preserving surrounding agricultural operations. He stated that the request would not negatively impact public health, safety, or welfare and would remain consistent with the agricultural character of the area.

During Board questioning, Mr. Dahlman inquired about including mature trees within the proposed parcel boundary. Mr. Pappas reiterated that the intent was to protect productive farmland and maintain agricultural operations.

No further questions were raised by board members.

Staff gave their report confirming that the subject property and all surrounding parcels are zoned A-1 Agriculture and currently used for agricultural purposes, with the subject property also containing a single-family residence. The future land use map designation identifies the area for agricultural uses, the property is not located within a sensitive aquifer recharge area, and staff had no objections to the request.

During public comment, Mr. Farris who resides in Greenwood, Illinois, spoke in support of the reclassification.

Mr. McCleasy of the Greenwood Township Planning Commission attended as an observer and did not provide formal testimony.

In closing, Mr. Shaw reiterated that the proposal reflects the true intent of A-2 zoning by allowing an established farmstead to be separated while ensuring that the bulk of the property remains in active agricultural production. With no opposition from staff or the public and no further questions from the Board, Ms. Kooistra closed the testimony portion of the hearing, and the matter moved forward for discussion and a vote.

9. SOIL AND WATER CONSERVATION DISTRICT REPORT:

For further information refer to report number: L25-087-4748.

10. ILLINOIS DEPARTMENT OF NATURAL RESOURCES:

This consultation was not required for this application.

11. SUMMARY OF VOTING MEETING DISCUSSION:

Chair Kooistra began the voting portion by noting that only six (6) members were present and mentioned that they are entitled to a vote by seven (7) members. Mr. Shaw stated that they would like to proceed with the vote regardless.

A motion to approve the petition was made by Ms. Gartner and seconded by Mr. Dahlman.

Ms. Gartner spoke first in discussion, describing the request as a straightforward A-1 to A-2 rezoning. She stated that it met the requirements of the Plat Act and emphasized that nothing about the property would change if approved. She expressed her support.

Mr. Kosin followed, stating he was also in favor of the request. He referenced compliance with the Unified Development Ordinance and the Illinois Plat Act as reasons for his support.

Mr. Schnable described the application as a classic example of what an A-2 reclassification should look like, calling it a clean and appropriate request and voicing strong support.

Ms. Donner briefly stated that she was in support.

Mr. Dahlman commented that the petitioner had presented a thoughtful and well-planned proposal for the property and indicated he would be supporting the request.

Ms. Kooistra then added her own comments, agreeing with her colleagues. She described the request as consistent with the purpose of A-2 zoning in rural areas, noting it protects rural residences while allowing farmers to sell the remaining land. She stated that the application met the standards of the Unified Development Ordinance, aligned with the Comprehensive Plan, and was consistent with surrounding land uses.

Motion carried (6-0).

12. FACTS THAT SUPPORT RECOMMENDING APPROVAL OF THE REQUEST:

- The current zoning is "A-1" Agriculture District.
- The surrounding zoning is "A-1" Agriculture District.
- The future land use map indicates agricultural development.
- The Standards for a Map Amendment have been met.
- The Standards for an "A-1" Agriculture District to an "A-2" Agriculture District have been met.

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

14. MOTIONS: Ms. Gartner motioned to accept the petition as submitted. Mr. Dahlman seconded the motion. Motion carried.

15. VOTE: 6 – AYES; 0 – NAYS; 0 - ABSTAIN

GOES TO COUNTY BOARD WITH ZBA RECOMMENDATION FOR Approval of the map amendment from A-1 Agriculture District to A-2 Agriculture District.

Full Comments and complete application submittal for the above agenda items are available on the McHenry County Meeting Portal.

Staff Report for the McHenry County Zoning Board of Appeals

Application: **#Z26-0003**

PIN: Part of PIN 08-02-100-001

Address: 9913 Thayer Road, Wonder Lake

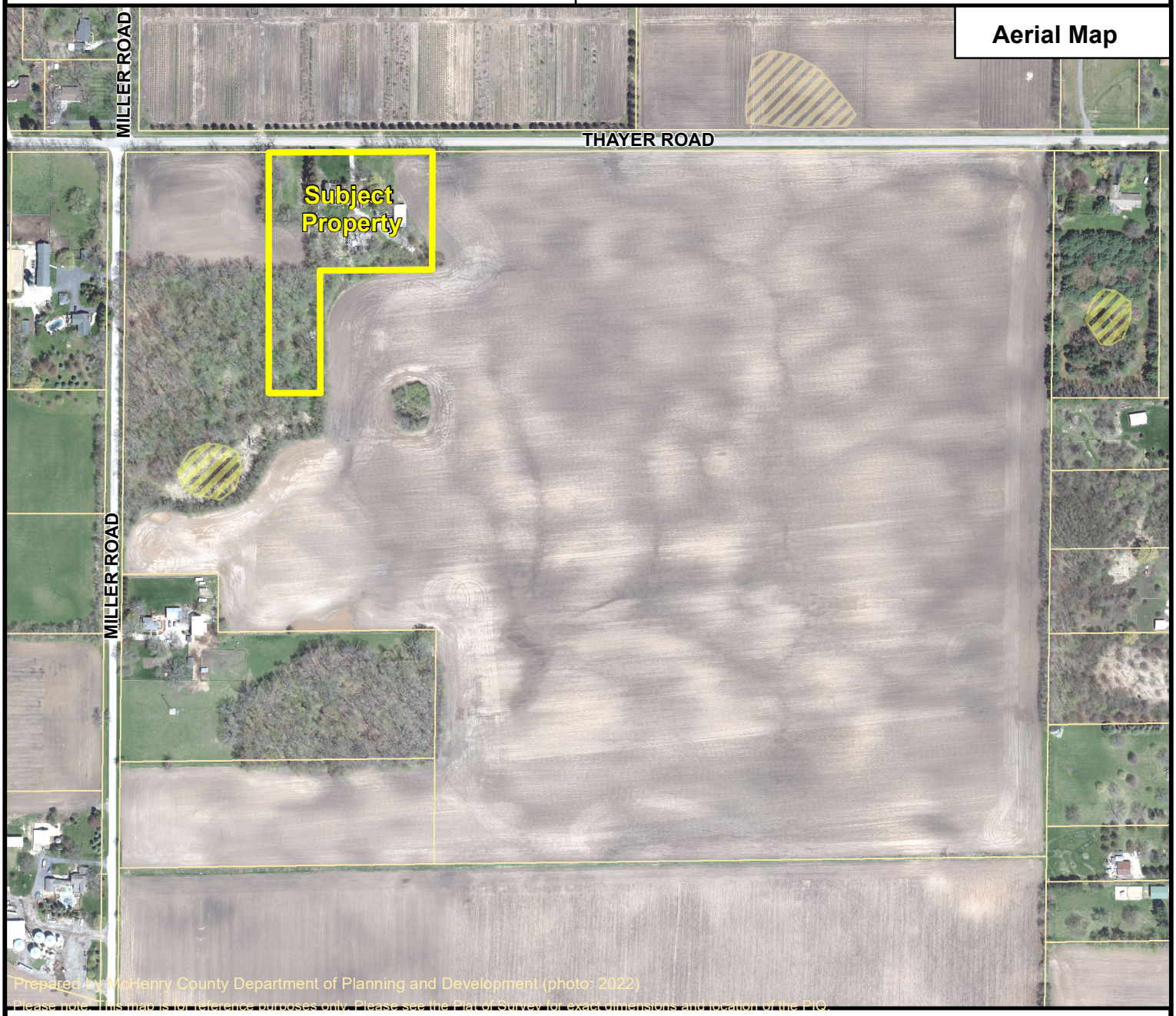
Request: Reclassification of five (5) acres from A-1 Agriculture District to A-2 Agriculture District.

Hearing: **February 26, 2026**

Applicants: Chicago Title Land Trust

Location: The subject property is located on the South side of Thayer Road, approximately four-hundred (400) feet East of the intersection of Miller Road and Thayer Road, with a common address of 9913 Thayer Road, Wonder Lake, Illinois in Greenwood Township.

Aerial Map



Elevation
(feet above sea level)
10-foot contours
2-foot 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

Feet
210 105 0 210 420
1 inch equals 416.7 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 map amendment to rezone approximately five (5) acres from the A-1 Agriculture District to the A-2 Agriculture District. The area proposed for rezoning is part of a larger one hundred nine and forty-seven hundredths (109.47) acre parcel with existing agricultural uses, which is intended to remain as a separate, stand-alone parcel.

The subject property is located on the South side of Thayer Road, approximately four-hundred (400) feet East of the intersection of Miller Road and Thayer Road.

According to the Plat of Survey, the area subject to rezoning currently contains a two-story frame residence, one (1) frame building, one (1) metal building, a wood furnace and propane tank.

MCHENRY COUNTY UNIFIED DEVELOPMENT ORDINANCE

- The Applicant must meet the Approval Standards for Map Amendment, listed in §16.20.010.E.1 of the *McHenry County Unified Development Ordinance*.
- The Applicant must meet the A-2 District Rezoning Standards, listed in §16.36.020 of the *McHenry County Unified Development Ordinance.*

STAFF ANALYSIS

Current Land Use & Zoning

The subject property is zoned A-1 Agriculture and has historically been used as a single-family residence with associated agricultural uses. Surrounding properties to the north, south, east, and west are also zoned A-1 Agriculture, reflecting a predominantly agricultural character in the immediate area. Parcels located approximately a quarter (.25) mile to the north and south along Miller Road are zoned A-2 Agriculture, which demonstrates that the rezoning request is consistent with the existing agricultural zoning pattern in the vicinity.

2030 Comprehensive Plan Future Land Use *map*

The proposed reclassification is consistent with the future land use designation of **Agriculture.**

2030 Comprehensive Plan & 2030 and Beyond Analysis

The 2030 Comprehensive Plan and 2030 and Beyond Plan support the reclassification to the A-2 Agriculture District. There is minimal impact to the agricultural, natural, and water resources on the site *(See comments 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 promoting development that is compact, contiguous to, or located within municipalities in order to preserve rural landscapes while providing greater mobility choices for all residents." (p.12)

- The proposed reclassification will preserve the existing rural character of the landscape and will not increase development intensity beyond what is already established in the area.
- While the subject property is located near the Villages of Greenwood and Wonder Lake, it remains separate from areas of concentrated development. Maintaining this separation helps preserve the rural landscape and agricultural land, while supporting the goal of directing more compact development to established municipalities.

Big Idea #2 Let's build on our strengths

"We can make it happen by preserving our open space and agricultural landscapes, which provide recreational opportunities, including ecotourism, and sustain our rural lifestyle and agricultural industry." (p. 14)

- The proposed reclassification is a mechanism to preserve agricultural lands in the county.

Big Idea #3 Let's grow smarter

"We can make it happen by focusing development that is compact, contiguous to, or located within municipalities, and away from areas designated for agriculture and lacking infrastructure and services." (p. 16)

- The proposed reclassification is consistent with the agricultural use of surrounding properties and would not hinder ongoing agricultural activities in the area.
- Although the subject property is located near the Villages of Greenwood and Wonder Lake, it remains outside municipal boundaries and lacks urban infrastructure and services. Maintaining the property in a rural or agricultural classification supports the objective of directing compact, higher-density development to areas within or contiguous to municipalities, while preserving agricultural land and rural character elsewhere.

Big Idea #4 Let's expand our economy

No applicable text.

McHenry County 2030 Comprehensive Plan, Adopted April 20, 2010

Community Character & Housing

"Living with the land is the core belief of the rural lifestyle and it's because of these farmers, conservationists, and caretakers that the County is able to still hold on to its history and traditions...." "It is this way of life that still gives McHenry County its rural character. It fosters the protection of nature, the recharging of aquifers, and the preservation of the County's rich resources for future generations." (p. 23)

- Reclassification to the A-2 Agriculture District will preserve the essential elements of the rural character by allowing agricultural uses to continue.
- The subject property is not located within a Sensitive Aquifer Recharge Area (SARA).

Agricultural Resources

"Maintain and protect the most productive agricultural lands, where appropriate, by discouraging nonagricultural growth in these areas." (p. 29)

- The proposed reclassification to the A-2 Agriculture District would have a minimal impact to agricultural resources and allow agriculture land uses to continue.

Greenways, Open Space & Natural Resources

Objective: "*Promote land uses that minimize the impact on land, water, energy, and other natural resources*" … (p. 43)

- The McHenry-Lake County Soil and Water Conservation District Natural Resources Inventory was received. The letter states that a full report is not required due to previously disturbed soils and minimal anticipated impacts to natural resources. No wetlands or floodplains were identified on the parcel. For additional information, refer to NRI Letter #L26-003-4786.

Water Resources

Objective: "*Preserve, improve, and replenish the quality and quantity of existing groundwater resources*." (p. 63)

- The proposed reclassification does not include any new improvements that would increase impervious surface area.

Economic Development

No applicable text.

Infrastructure

No applicable text.

Land Use

Objective: *"Preserve areas with aggregate resources from encroachment from development uses."* (p. 125)

- As previously noted, the proposed reclassification will help preserve the rural character of the landscape and will not increase the existing density established for this area.

STAFF ASSESSMENT

The applicant is requesting to rezone approximately five (5) acres from A-1 Agriculture to A-2 Agriculture. This area is part of a larger one hundred nine and forty-seven hundredths (109.47) acre parcel with existing agricultural uses, which will remain a separate, stand-alone parcel. The proposed rezoning is consistent with the existing agricultural land uses and the 2030 Comprehensive Plan's future land use map designation of **Agriculture.** No additional development is proposed at this time. Staff has reviewed the request and has no objections.

Report prepared January 30, 2026, by Melody Jacobson, Planner - McHenry County Department of Planning & Development.

Section 16.20.010.E.1 of the McHenry County Unified Development Ordinance

Approval Standards for Zoning Amendments. The Zoning Board of Appeals recommendation and the County Board decision shall consider the following standards. However, the Zoning Board of Appeals' recommendation and the County Board's decision on any zoning text or map amendment is not controlled by any one factor under the following standards, but rather the approval of amendments is based on a balancing of the factors under each standard.

1. *Approval Standards for Map Amendments.*

    a. The compatibility of the proposed zoning with the existing use and zoning of nearby property.

    b. The extent to which property values of the subject property are diminished by the existing zoning.

    c. The extent to which the public health, safety, and welfare of the public are promoted by the existing zoning.

    d. The relative gain to the public, as compared to the hardship imposed upon the applicant, if the proposed zoning is denied.

    e. The suitability of the property for the purposes for which it is presently zoned.

    f. The length of time the property has been vacant as zoned considered in the context of land development in the vicinity of the subject property.

    g. The community need for the proposed use.

    h. The consistency of the proposed amendment with the adopted comprehensive plan and the appropriateness of the comprehensive plan to the subject property.

Section 16.36.020 of the McHenry County Unified Development Ordinance

In addition to meeting the standards for a map amendment in § 16.20.010 (Zoning Map and Text Amendment), all rezonings to the A-2 District must meet the following additional requirements:

A. Only property in the A-1 District is eligible for rezoning to the A-2 District.

B. The subject property shall have an existing lawfully constructed residential dwelling on the property. Mobile homes, agricultural trailers, and agriculture employee housing do not qualify under this standard.

C. The zoning petition shall be restricted to a single existing or proposed parcel.

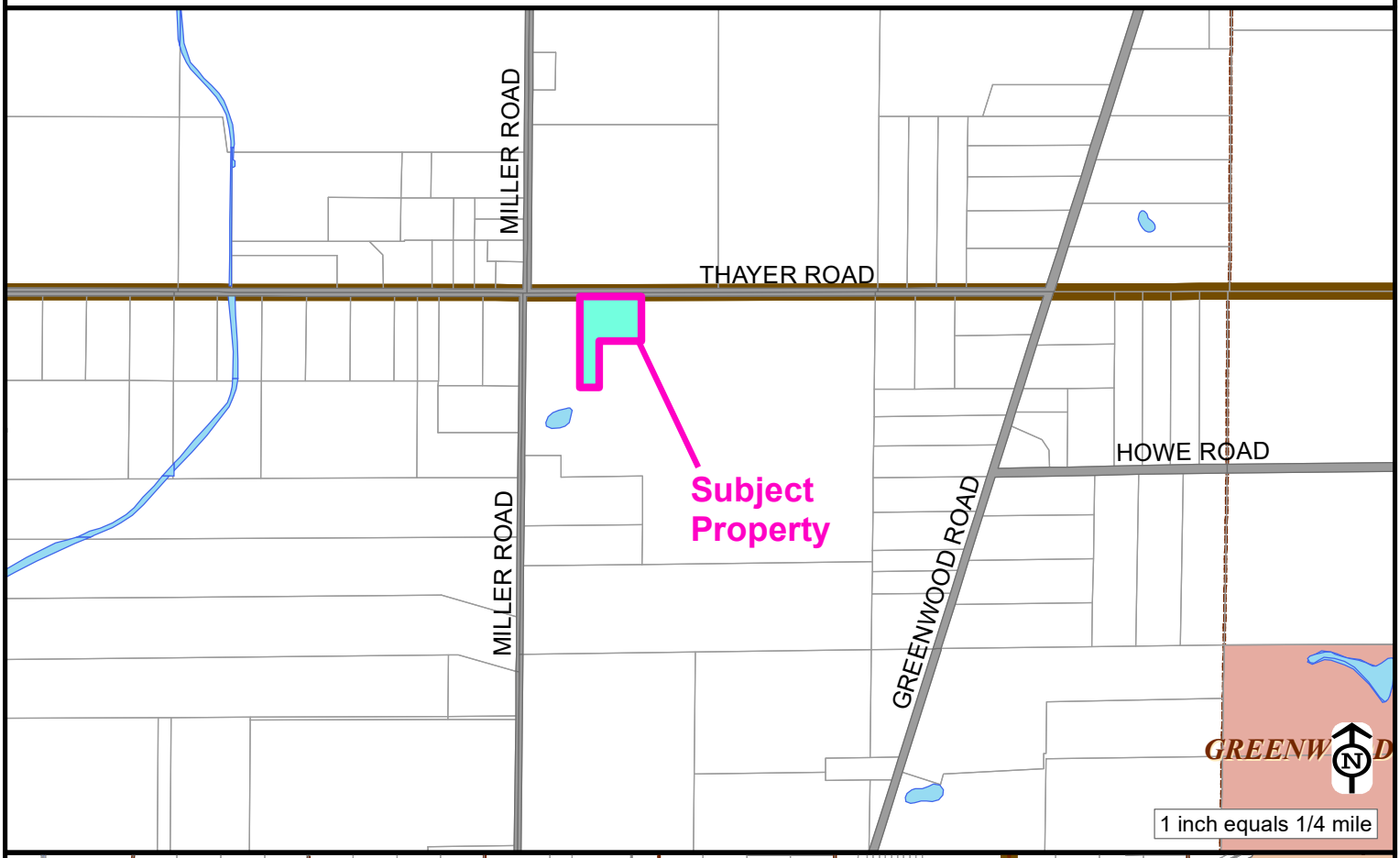
D. The subject property shall meet one (1) of the following three (3) relevant exemptions from the Plat Act (765 ILCS 205/ *et seq*.) as amended. In the event that the Plat Act is amended, the provisions of the Illinois Compiled Statutes shall control.

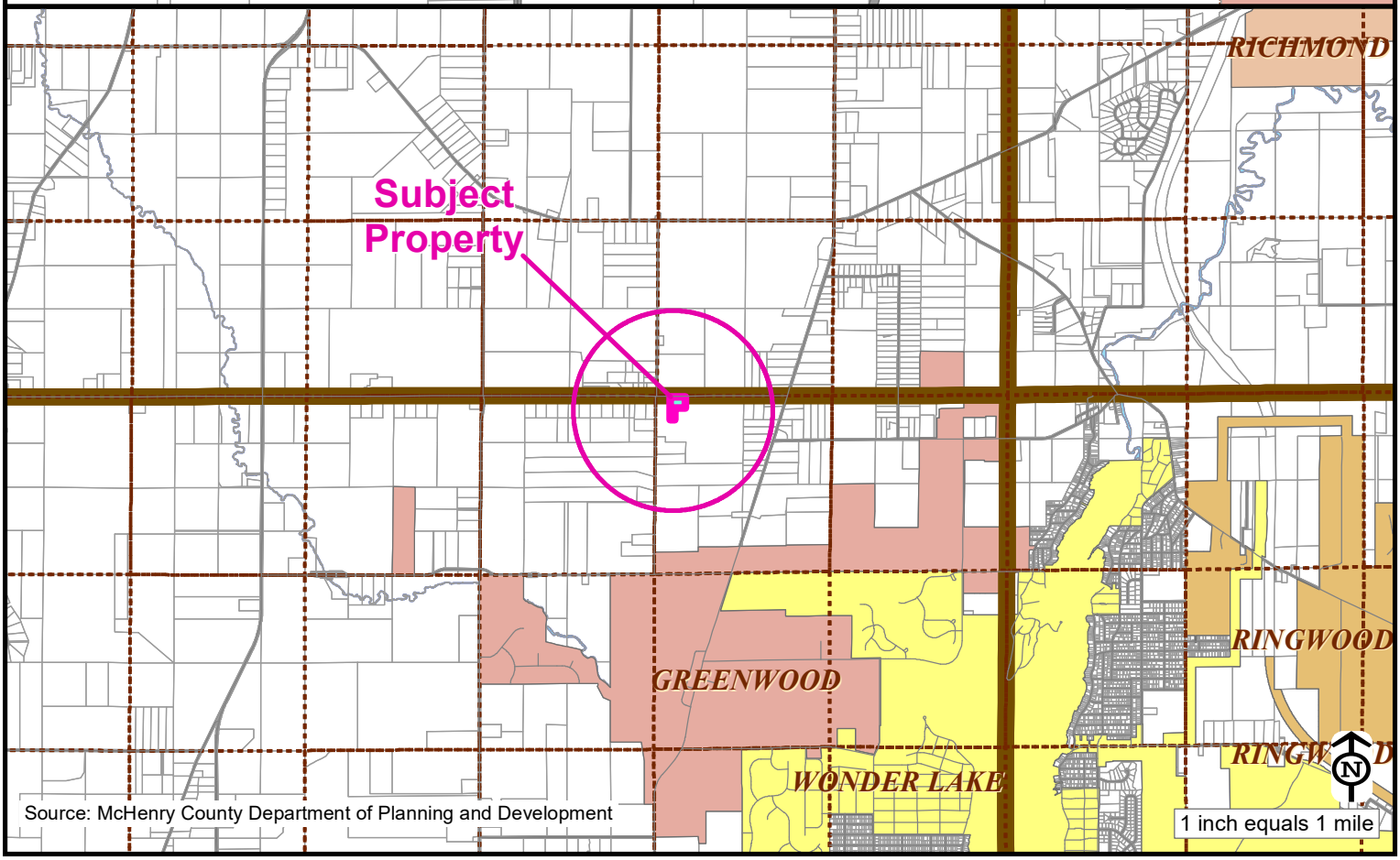
1. The division or subdivision of land into parcels or tracts of five (5) acres or more in size which does not involve any new streets or easements of access.

2. The sale or exchange of parcels or tracts of land following the division into no more than two (2) parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access.

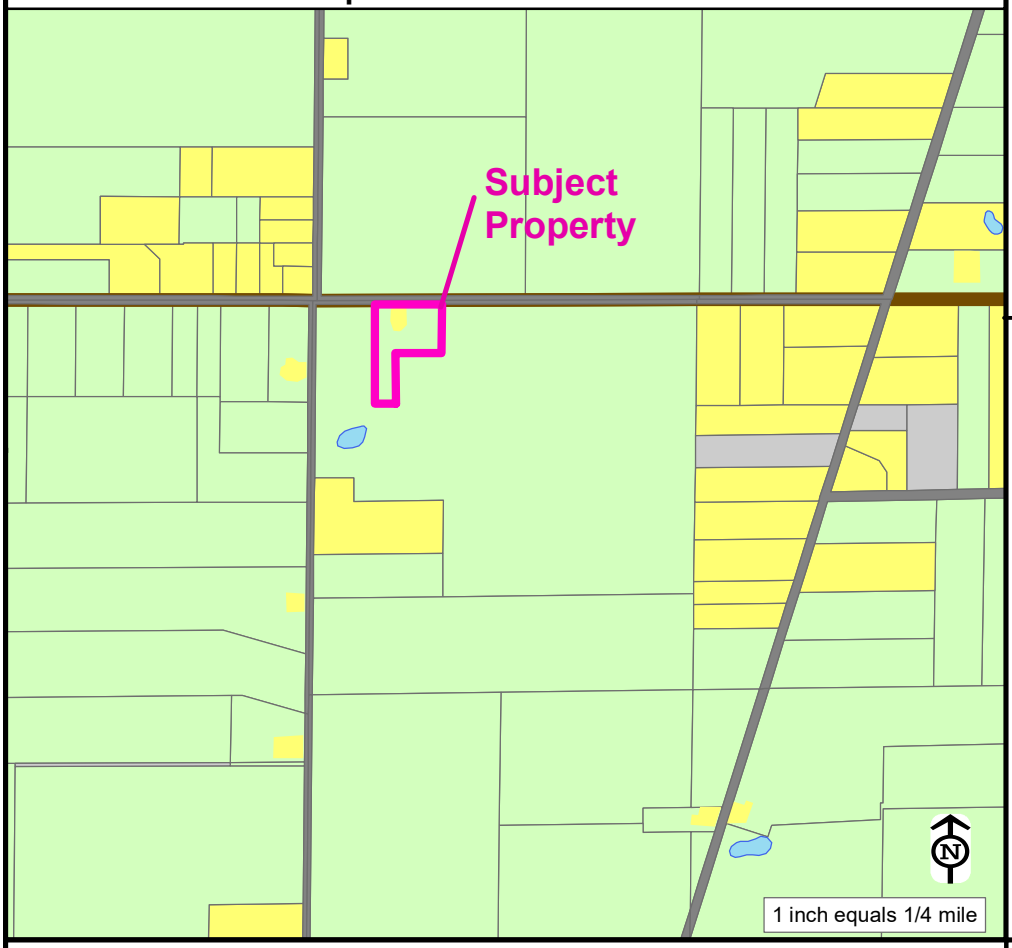
3. The sale of a single lot of less than five (5) acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor, provided that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

Location Map | **9913 Thayer Road, Wonder Lake, Illinois** | **Greenwood Township**





Current Land Use Map



Current Land Use

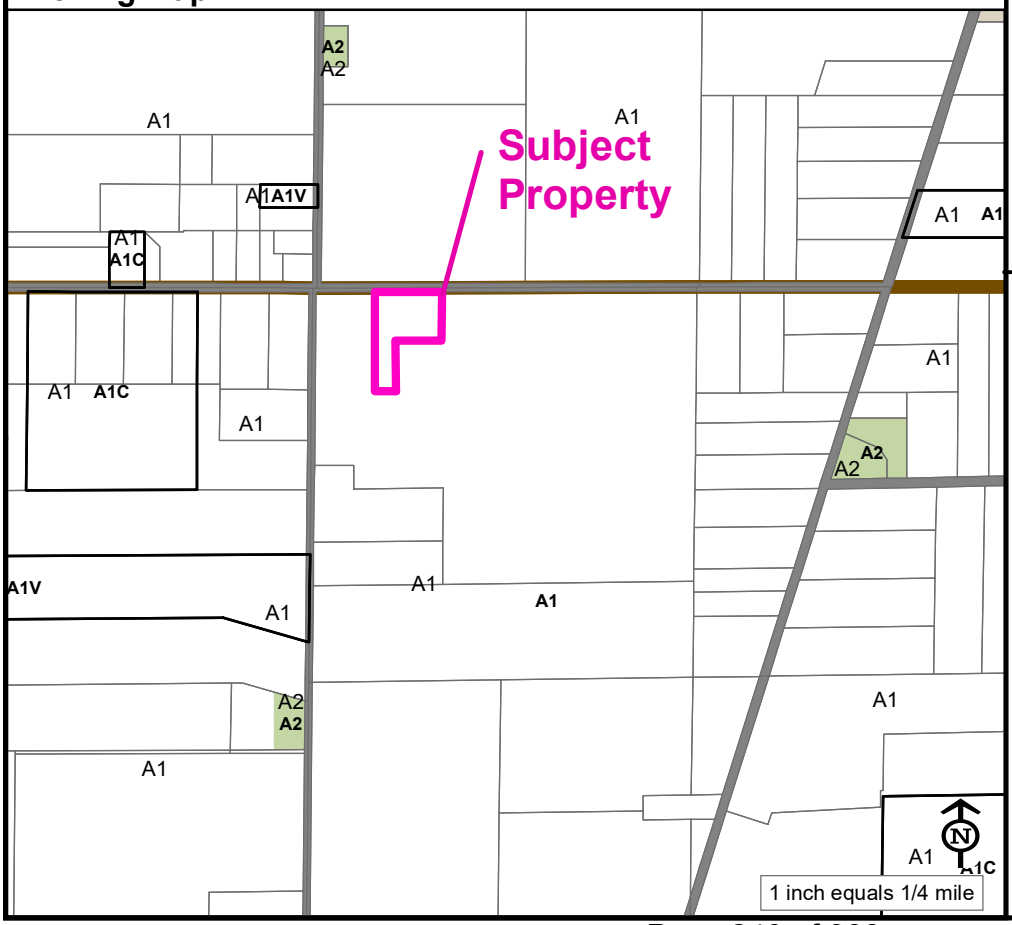
Agriculture/
Single-Family Residential

Adjacent Land Use(s)

North: *Agriculture*
South: *Agriculture*
East: *Agriculture*
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



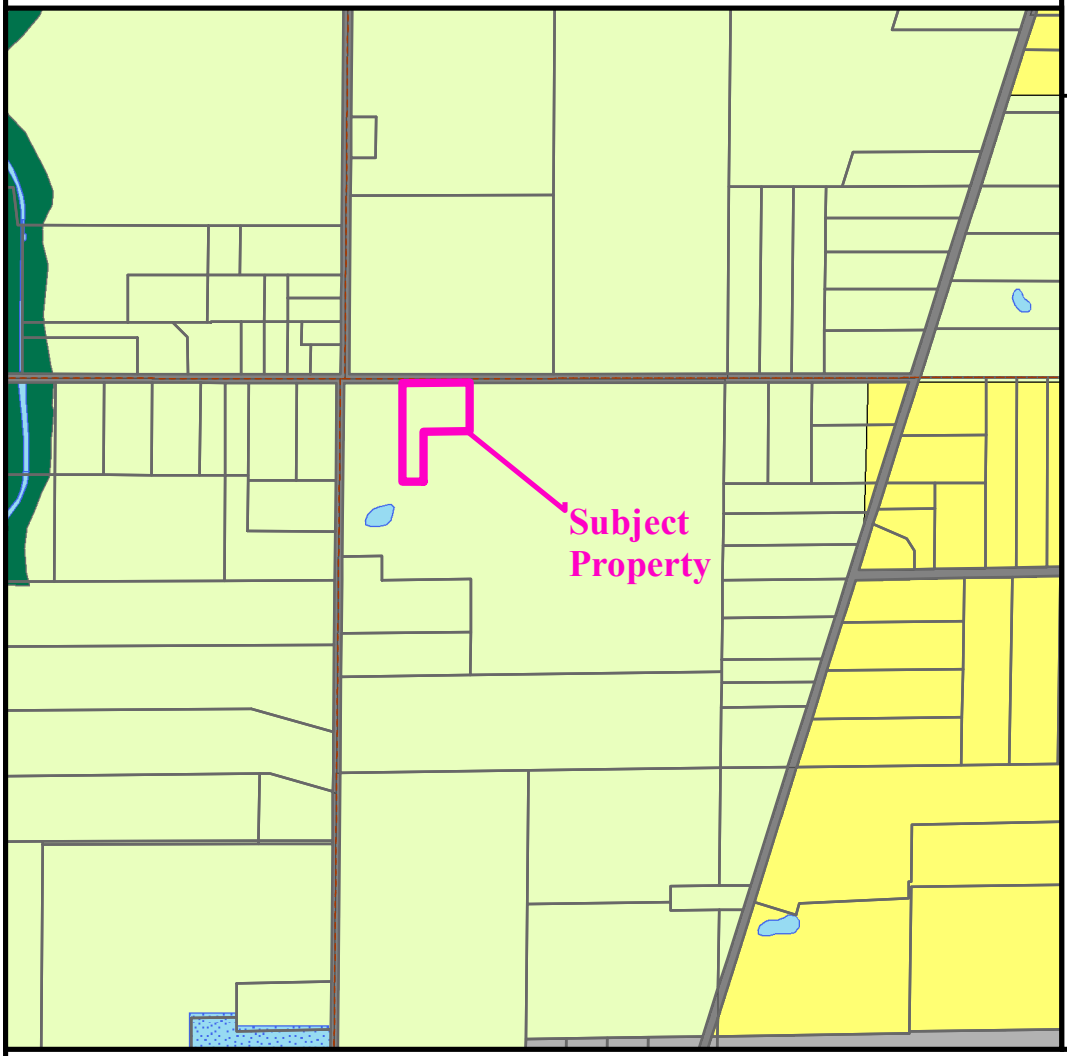
Current Zoning
A-1 Agriculture

Adjacent Zoning

North: A-1 Agriculture
South: A-1 Agriculture
East: A-1 Agriculture
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

Agricultural

- 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

Greenwood Township: Agriculture

Wonder Lake: Agriculture

McHenry County 2030 Comprehensive Plan — Text Analysis

Land Use

AGRICULTURAL – represents existing agricultural acres, including cropland, pastureland, farm yards, and farmsteads, that should remain in agricultural use through the 2030 planning horizon. Development in the Agricultural District should be strictly limited to agriculture, agricultural residences, and agricultural support uses. (p. 134)

Sensitive Aquifer Recharge Areas

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

Sensitive Aquifer Recharge Areas (SARA)

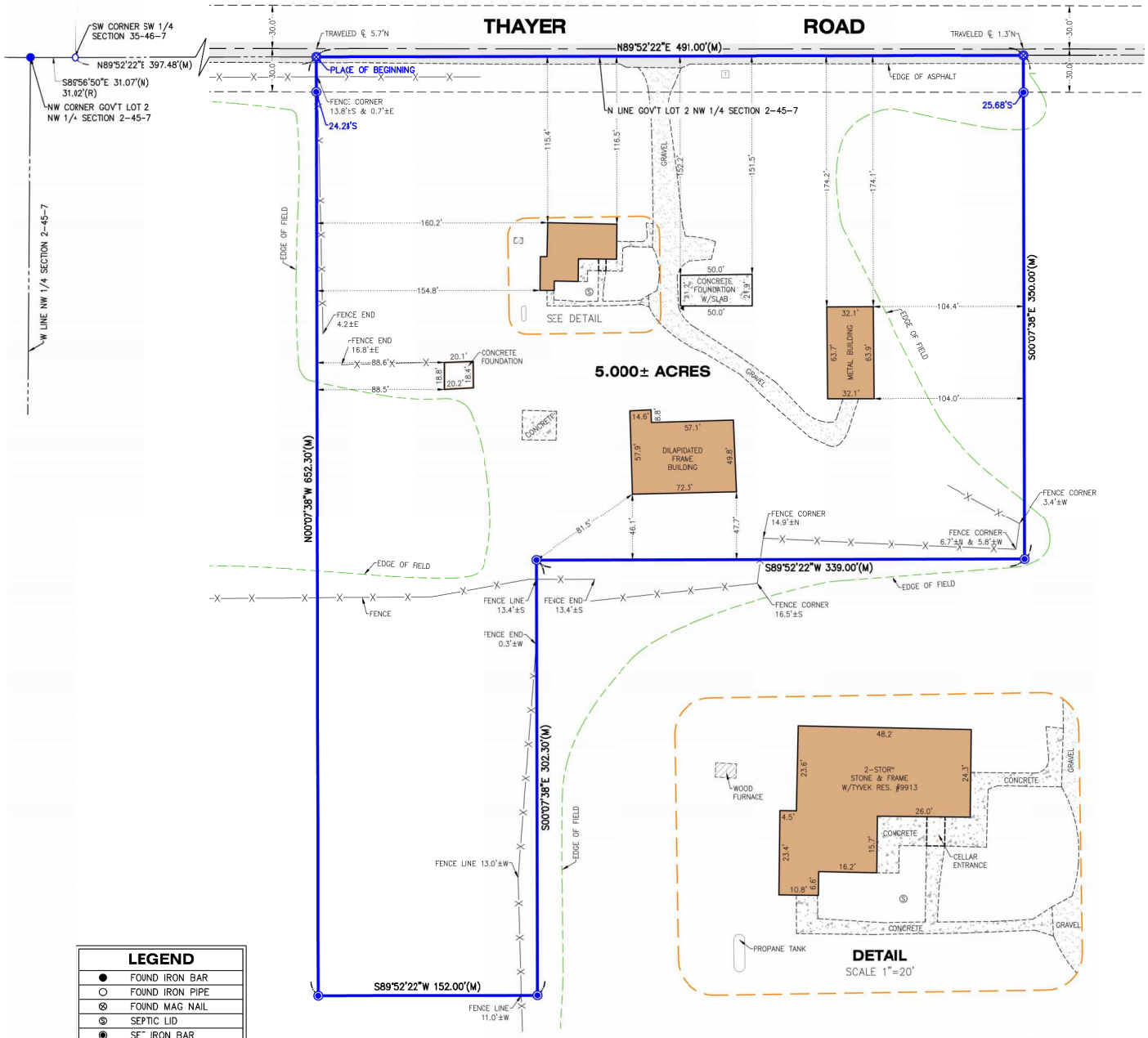


Sensitive Recharge Area

Vanderstappen
Land Surveying, Inc.
www.vandersinc.com
1316 N. Madison St.
Woodstock, Illinois 60098
ph. 815-337-4310 fax 815-337-8314
"Always faithful to the property line"

PLAT OF SURVEY

Part of Government Lot 2 of the Northwest Quarter of Section 2, Township 45 North, Range 7 East of the Third Principal Meridian, being described as follows: Commencing at the Northwest corner of said Government Lot 2 of the Northwest Quarter of Section 2; thence South 89 degrees 56 minutes 50 seconds East along the North line thereof, 31.07 feet to the Southwest corner of the Southwest Quarter of Section 35 in Township 46 North, Range 7 East of the Third Principal Meridian; thence North 89 degrees 52 minutes 22 seconds East along the North line of said Government Lot 2 of the Northwest Quarter of Section 2, a distance of 397.48 feet to the Place of Beginning; thence continuing North 89 degrees 52 minutes 22 seconds East along said North line, 491.00 feet; thence South 00 degrees 07 minutes 38 seconds East, 350.00 feet; thence South 89 degrees 52 minutes 22 seconds West, 339.00 feet; thence South 00 degrees 07 minutes 38 seconds East, 302.30 feet; thence South 89 degrees 52 minutes 22 seconds West, 152.00 feet; thence North 00 degrees 07 minutes 38 seconds West, 652.30 feet to the Place of Beginning in McHenry County, Illinois.



LEGEND	
●	FOUND IRON BAR
○	FOUND IRON PIPE
⊗	FOUND MAG NAIL
Ⓢ	SEPTIC LID
◉	SET IRON BAR
⊛	SET MAG NAIL
T	TELEPHONE RISER
⋖	YARD LIGHT
(M)	MEASURE

50' 0' 50' 100'
SCALE: 1" = 50'

CLIENT: CAPSTONE LEGAL, LLC
DRAWN BY: SES CHECKED BY: APG
SCALE: 1"=50' SEC. 2 T. 45 R. 7 E.
BASIS OF BEARING: IL EAST ZONE NAD83 (2011)
P.I.N.: 08-02-100-001
JOB NO.: 251027 I.D. MBS
FIELDWORK COMP.: 12/18/25 BK. ___ PG. ___
ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO 68° F. REF: _____

SURVEY COMPLETED WITH OVER 6" OF SNOW COVER. SOME GROUND IMPROVEMENTS MAY NOT HAVE BEEN VISIBLE & SURVEYED AT THIS TIME.

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 may be found.

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

ARTHUR P. GRITMACHER
035-003857
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
EXP. 11/30/2026
WOODSTOCK, ILLINOIS

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 12/19 A.D., 2025.

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

By: _____
Illinois Professional Land Surveyor No. 3857

I:\PLATS\2025\1000-1199\251027_V-251027\251027-MBS GROUND.dwg-Layout1-12/19/2025 12:08 PM

McHENRY-LAKE COUNTY
SOIL & WATER
CONSERVATION DISTRICT

1648 S. Eastwood Dr. Woodstock, Illinois 60098 (815) 338-0444 ext. 3 www.mchenryswcd.org

January 20, 2026

Jeremy Shaw
Capstone Legal, LLC
11416 Allendale Rd.
Woodstock, IL 60098
Email: jeremy@capstonelegal.net

Re: Parcel # 08-02-100-001
Common Location: 9913 Thayer Rd., Wonder Lake, IL
NRI# L26-003-4786
Zoning Change: A-1 to A-2

Dear Mr. Shaw:

The McHenry-Lake County Soil and Water Conservation District has carefully reviewed your application for Natural Resource Information Report on the Chicago Title Land Trust #1065334 dated aa/18/1974 property as applied for in Report #126-003-4786. Due to the amount of previously disturbed soils on the site, the SWCD finds that impact to natural resources from the proposed use is minimal for the purposes of the NRI report. A full Natural Resource Information Report will not be necessary.

No floodplain or wetlands were found on the site from office maps. Our wetland inventory is for informational and planning purposes only. Any proposed drainage work, in wet areas, requires a certified wetland delineation. If drainage work is to occur, please contact the Army Corps of Engineers and McHenry County Department of Planning & Development for permit information.

This letter fulfills your requirement to notify the SWCD of land use changes as per the Illinois Compiled State Statutes, Chapter 70, Par. 405/1 et seq. Illinois Revised Statutes, Ch. 5, Par 106 et seq. and the McHenry County Stormwater Ordinance. If you have any questions concerning this letter, feel free to call our office.

Sincerely,

Spring M. Duffey
Executive Director

cc. McHenry County Department of Planning and Development

IN THE MATTER OF THE APPLICATION OF ***RICHARD D. MILTIMORE AND JENNIFER L. MILTIMORE, OWNERS*** FOR A ***VARIATION*** OF THE UNIFIED DEVELOPMENT ORDIANCNE OF MCHENRY COUNTY, ILLINOIS

Z26-0006

WHEREAS, your petitioner, ***Richard D. Miltimore and Jennifer L. Miltimore,*** have filed a petition with the McHenry County Hearing Officer, requesting a ***variation*** as it relates to the McHenry County Unified Development Ordinance and to the real property more fully described as:

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 46 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, RICHMOND TOWNSHIP, MCHENRY COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER CORNER OF SECTION 26 MARKED BY A CAPPED 2" IRON PIPE, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER, 683.30 (682.97 R) FEET TO A ½" IRON BAR IN THE CENTERLINE OF MAY LANE, THENCE SOUTH 89 DEGREES 36 MINUTES 24 SECONDS EAST (M) ALONG SAID CENTERLINE, 342.25 (342.24 R) FEET TO THE NORTHEAST CORNER OF RAMOS SUBDIVISION RECORDED AS DOCUMENT NO. 2005R0107168, SAID CORNER BEING THENCE CONTINUING ALONG SAID CENTERLINE, SOUTH 89 DEGREES 36 MINUTES 24 SECONDS EAST (M), 483.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CENTERLINE, SOUTH 89 DEGREES 36 MINUTES 24 SECONDS EAST (M), 340.25 FEET; THENCE 172.37 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE CHORD BEARS NORTH 64 DEGREES, 01 MINUTES, 29 SECONDS EAST 166.33 FEET, RADIUS 187.02 FEET AND CENTRAL ANGLE 52 DEGREES, 48 MINUTES, 23 SECONDS, TO THE CORNER OF NOTTINGHAM WOODS FIRST ADDITION RECORDED AS DOCUMENT NO. 571591, THENCE SOUTH 00 DEGREES, 12 MINUTES, 06 SECONDS WEST, ALONG THE WEST LINE OF SAID NOTTINGHAM WOODS AND CONTINUING ALONG THE WEST LINE OF OUTLOT A OF SPRING GROVE ESTATES RECORDED AS DOCUMENT NO. 90R045304, 673.50 (673.75 R) FEET TO A POINT ON THE MONUMENTED NORTH LINE OF SAID SPRING GROVE ESTATES; THENCE SOUTH 88 DEGREES, 49 MINUTES, 10 SECONDS WEST (M), ALONG SAID MONUMENTED NORTH LINE, 487.50 FEET; THENCE DEPARTING SAID NORTH LINE, NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 613.02 FEET TO THE POINT OF BEGINNING.

PIN 04-26-302-006

More commonly known as ***3819 May Lane, Spring Grove, Illinois, in Richmond Township.***

WHEREAS, the Petition requests no reclassification of the subject property from its present classification which is ***"E-5V" Estate District***; ***but a variation be granted to the property to allow for a maximum height of twenty-seven (27) feet for a detached accessory structure instead of the maximum twenty (20) feet allowed.***

WHEREAS, the subject property consists of approximately ***7.347 acres*** in which no reclassification is contemplated.

WHEREAS, a hearing on said petition was held before the Hearing Officer 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 Hearing Officer of McHenry County ***did recommend the granting of a variation to allow for a maximum height of twenty-seven (27) feet for a detached accessory structure instead of the maximum twenty (20) feet allowed.***

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

WHEREAS, the McHenry County Board has determined that the standards for a variation 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 for a maximum height of twenty-seven (27) feet for a detached accessory structure instead of the maximum twenty (20) feet allowed.***

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: _____

HEARING OFFICER REPORT TO THE MCHENRY COUNTY BOARD IN THE MATTER OF PETITION Z26-0006

1. **Recommendation:** Approve

2. **Applicant**: Richard D. Miltimore and Jennifer L. Miltimore, Owners of Record

3. **Request**: Variation within the E-5V Estate District to allow for a maximum height of twenty-seven (27) feet instead of the maximum twenty (20) feet allowed for a detached accessory structure. (McHenry County Unified Development Ordinance §16.56.050.A.2)

4. **Location and size of property in question:** The subject property consists of approximately seven (7) acres and is located on the south side of May Lane, approximately eight hundred (800) feet east of the intersection of May Lane and South Solon Road, in Richmond Township, Illinois. Common address: 3819 May Lane, Spring Grove, Illinois. PIN: 04-26-302-006

5. **Present at hearing**:
   Applicant: Rich Miltimore
   Michael J. McNerney, Hearing Officer
   Kim Scharlow, County Staff; Kit GearhartSchinske, County Staff
   Public: None

6. **Date, time and location of the hearing**: at 11:00a.m., McHenry County Government Center, Ware Road Administration Building, Woodstock, IL 60098.

7. **Items of evidence**:
   Official Site Plan, Application to allow variance, Natural Resource Information Report, McHenry-Lake County Soil & Water Conservation District Letter of L26-005-4788.

8. **Summary of Testimony at the hearing:**

   The Hearing Officer opened the meeting, described the property, and the request.

   Mr. McNerney asked Staff for clarification on the zoning. Staff stated that the in 2018 when the previous variance was granted, the applicant's parcel and the adjacent parcel, the applicant's father's, were one. The 2018 variance was granted for a specific building. Once the property was split, the variance did not carry over to the applicant's parcel even though it is mapped that way.

   Staff asked the applicant about the septic size. Mr. Miltimore stated that at the time that the garage was designed, he had a cabinet business and thought he would build cabinets in the garage. So the septic was sized for three (3) employees. He stated that things have changed and he will not have employees. He stated that the building is for personal use.

   The applicant answered the Variation Approval Standards questions asked by Mr. McNerney.

The Hearing Officer found that all of the Standards for Approval had been met and recommended approval of the request.

9. Recommended findings of fact as to the Request for the Variation:

The Witness has met their burden of establishing the necessary ordinance requirements. Accordingly, it is my recommendation that the petitioners' request be granted.

Respectfully submitted,

/S/: *Michael J. McNerney*
Michael J. McNerney

Richmond Township **Hearing Date: March 10, 2026**

PLAN REVIEW REPORT

VARIATION REQUEST APPLICATION #Z26-0006

Applicant: Richard D. Miltimore and Jennifer L. Miltimore, Owner of Record

Request: ***Variation*** within the ***E-5V Estate District*** to allow for a maximum height of twenty-seven (27) feet instead of the maximum twenty (20) feet allowed for a detached accessory structure. *(McHenry County Unified Development Ordinance §16.56.050.A.2)*

Location: The subject property consists of approximately seven (7) acres and is located on the south side of May Lane, approximately eight hundred (800) feet east of the intersection of May Lane and South Solon Road, in Richmond Township, Illinois. Common address: 3819 May Lane, Spring Grove, Illinois
PIN: 04-26-302-006

Current Land Use: The property is designated ***Single-Family Residential*** on the Current Land Use map.

Adjacent Land Use: North: *SINGLE-FAMILY RESIDENTIAL/AGRICULTURE* East: *VACANT*
South: *SINGLE-FAMILY RESIDENTIAL/VACANT* West: *SINGLE-FAMILY RESIDENTIAL*

Current Zoning: The property is currently zoned ***E-5V Estate District.***

Adjacent Zoning: *North: A-1 Agriculture* *East: Village of Spring Grove*
South: Village of Spring Grove *West: E-5V Estate*

2030 Plan: The property is designated ***ESTATE*** on the *McHenry County Land Use Plan Map.*

Improvements: The subject property currently contains a single-family residence, pool and asphalt driveway.

Natural Resources: No wetlands were found on the site. Impact to natural resources from the proposed use is minimal, according to Natural Resources Inventory (NRI) Letter L26-005-4788.

Flood Hazard Areas: No floodplain was found on site.

Flood-of-Record: No flood-of-record was found on site.

SARA: The site IS located in a zone with elevated aquifer contamination potential, according to the McHenry County Sensitive Aquifer Recharge Area (SARA) map.

Comments/ Conclusion:

- The existing Variation that is designated for this property was issued when the subject property was combined with the parcel directly to the west. The Variation was specific to an accessory structure on the adjacent parcel that has been constructed and the parcel subsequently split. Thus, a new zoning variation is required for the proposed structure.
- Building Permit #BP-26-0001 is currently pending for the proposed 55' x 100' detached accessory structure. The granting of this variance would allow for the applicants to continue with their building permit application to construct the proposed structure.
- The applicant should be aware that under **Section 16.20.020 (F)** of the ***McHenry County Unified Development Ordinance***, several standards are cited, all of which must be met in order for a Variation to be granted. These standards include hardship in relation to the site conditions, that the request is unique to the property, that the purpose of the request is not based on any monetary gain, that the petitioners did not cause or create the hardship, that the request is not detrimental to the public welfare and safety, that the request will not impair adequate light and air to adjacent property, or increase congestion in the public streets, or increase danger of fire, and that the request not confer any special privilege to the applicant that is denied to others of the same zoning district.
- An Illinois Department of Natural Resources (IDNR) report was not required for this project.

Aerial Photo

3819 May Lane, Spring Grove, Illinois



Photo: 2025

Any parcel lines depicted on the aerial photograph are for general reference only. Please refer to the plat of survey for the location of lot or parcel lines.

0 50 100 200

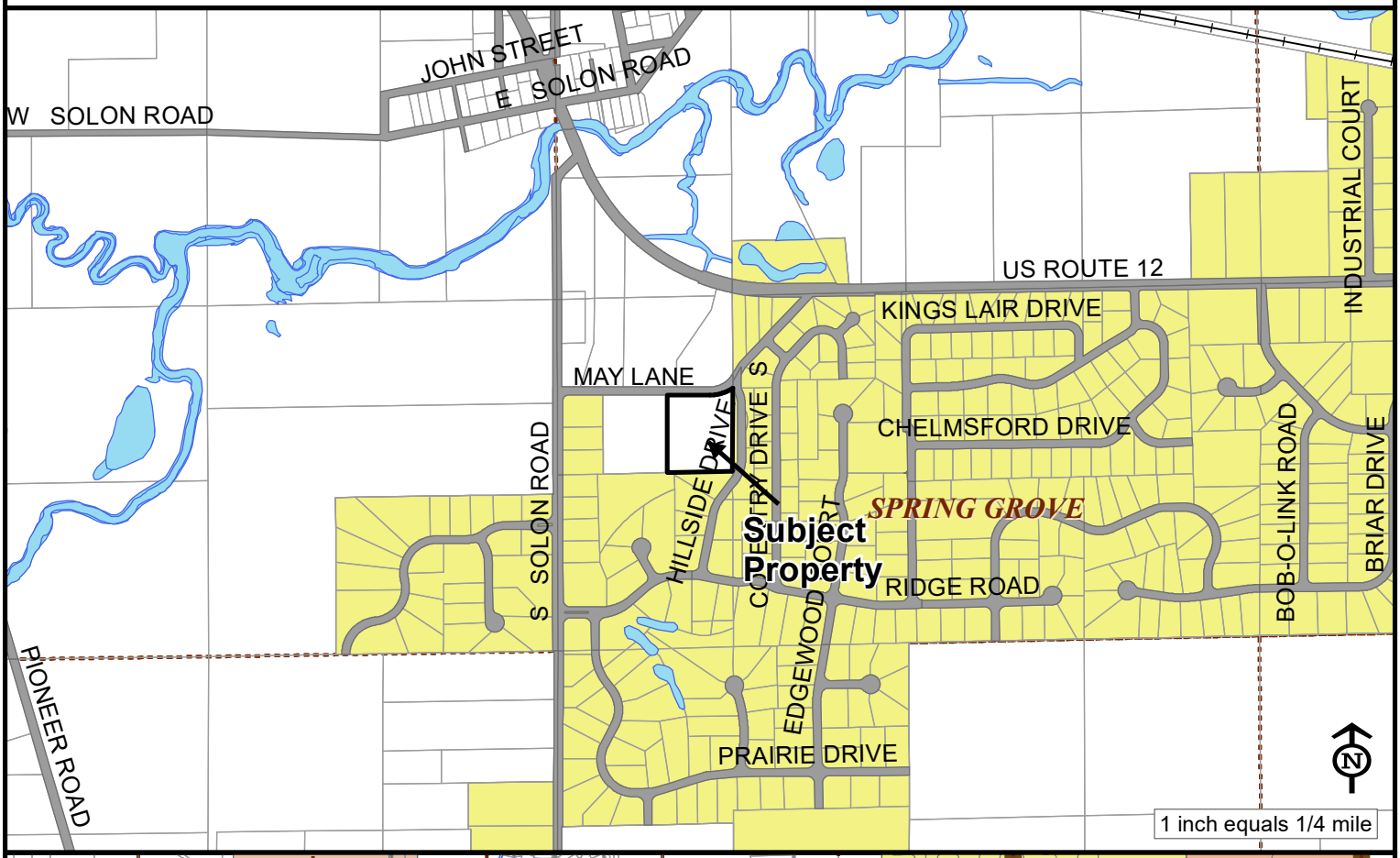
Feet

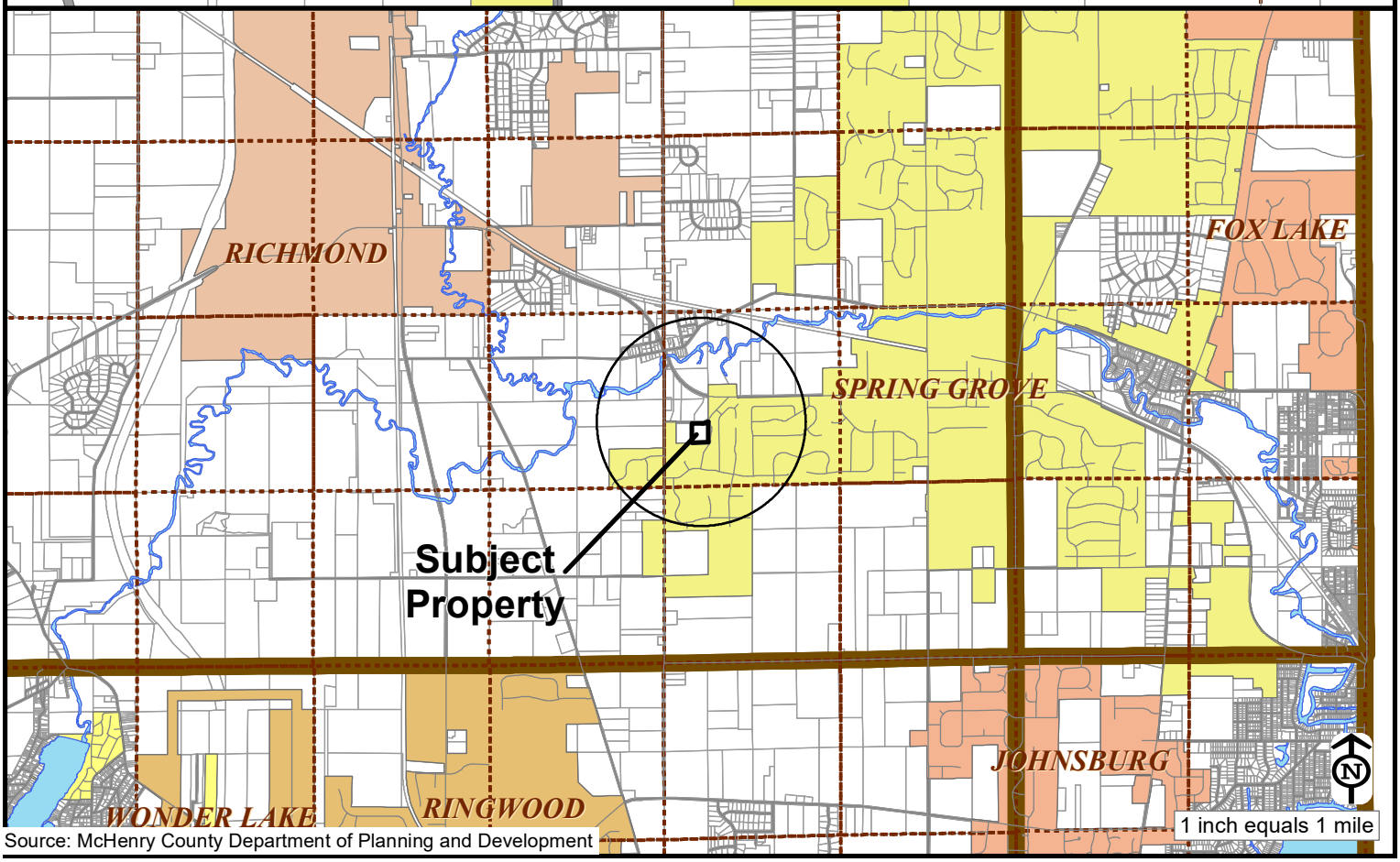
Elevation (feet above sea level)

Contours

Prepared by the McHenry County Department of Planning and Development

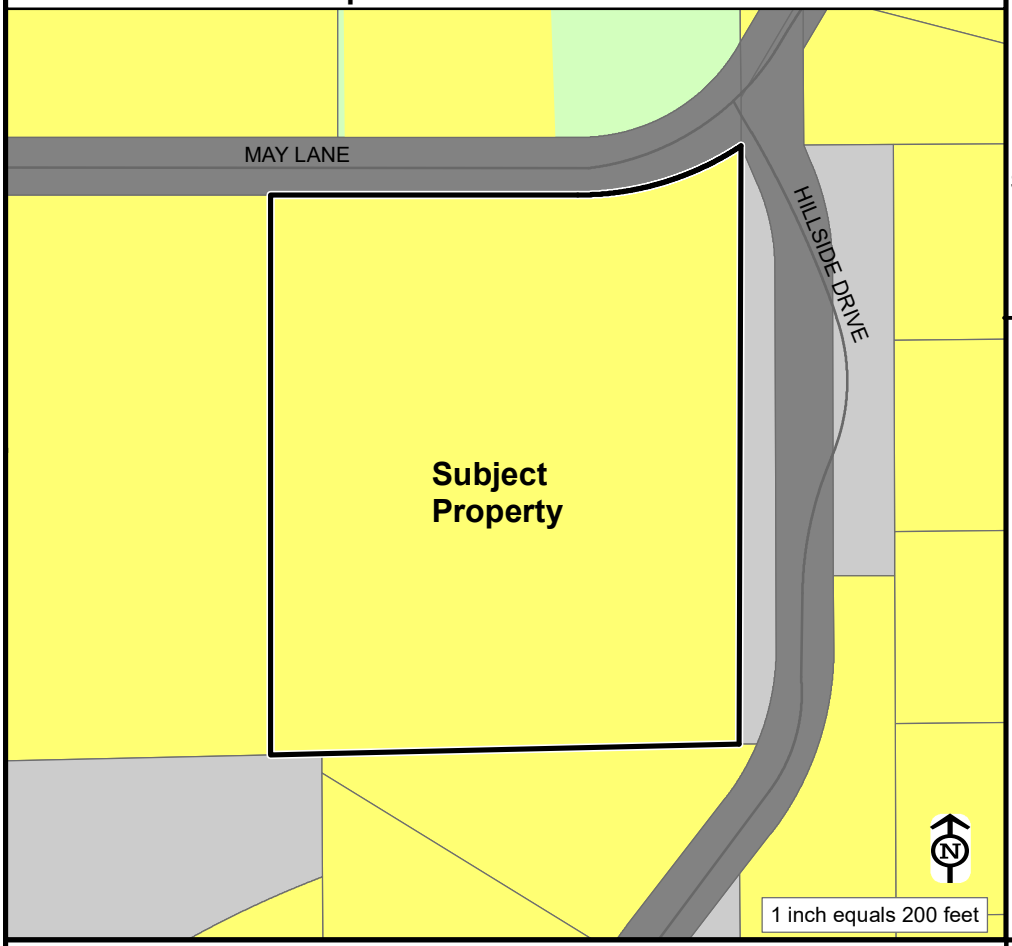
Location Map | **3819 May Lane, Spring Grove, Illinois** | **Richmond Township**





Source: McHenry County Department of Planning and Development

Current Land Use Map



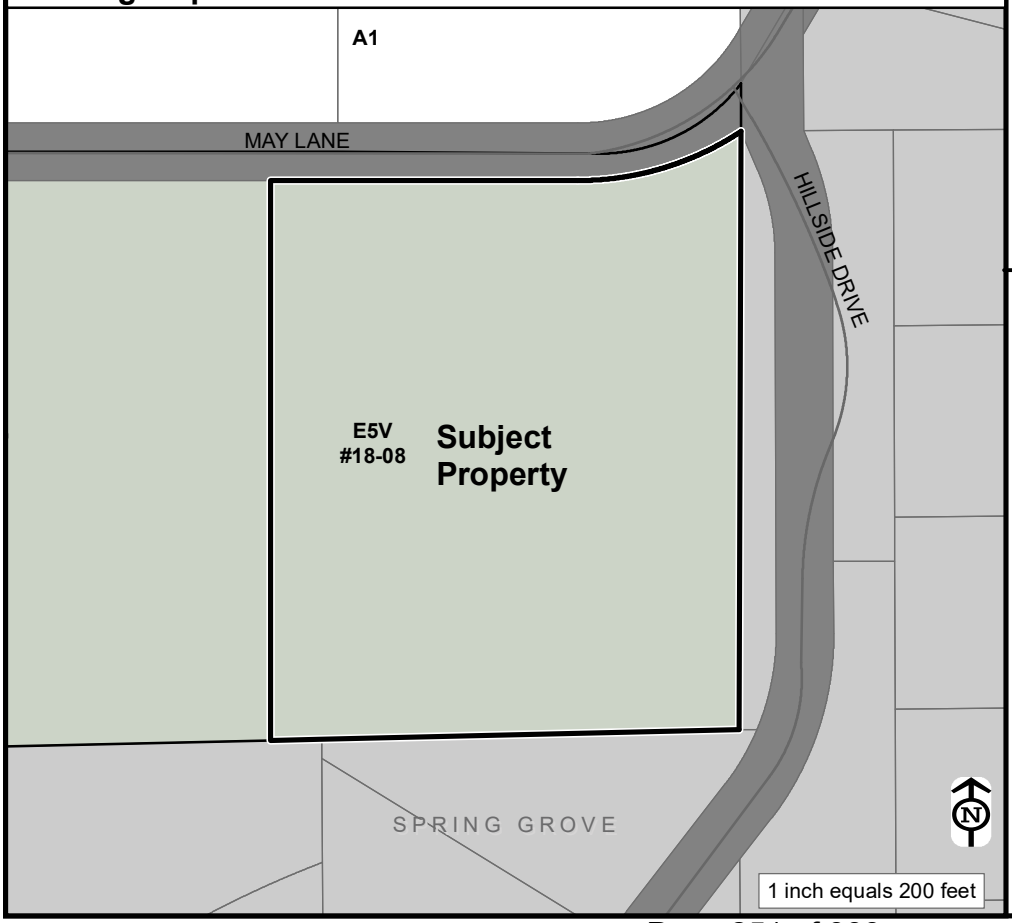
Current Land Use
Single-Family Residential

Land Use Adjacent to the PIQ

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

- 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



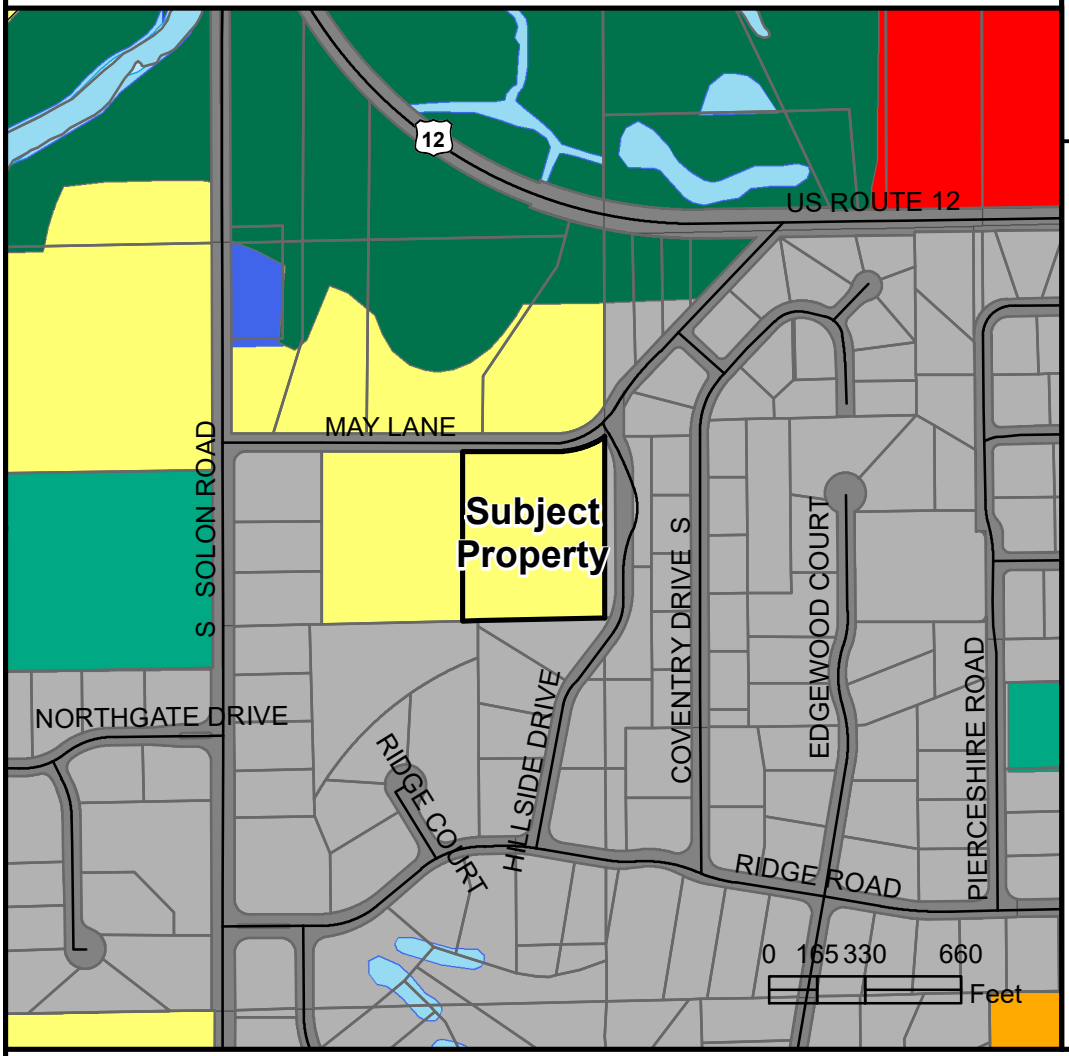
Current Zoning
E-5V Estate District

Adjacent Zoning

North: A-1 Agriculture
South: Village of Spring Grove
East: Village of Spring Grove
West: E-5V Estate

- 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 Liquour 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
- Legacy Neighborhood

McHenry County 2030 Comprehensive Plan Future Land Use Map



Future Land Use Map Designation

Estate

- 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 = 1/8 mile

N

Municipal/Township Plan Designations

Richmond Township: Estate

Ringwood: No Designation Richmond: No Designation

Spring Grove: Low Density Residential

McHenry County 2030 Comprehensive Plan — Text Analysis

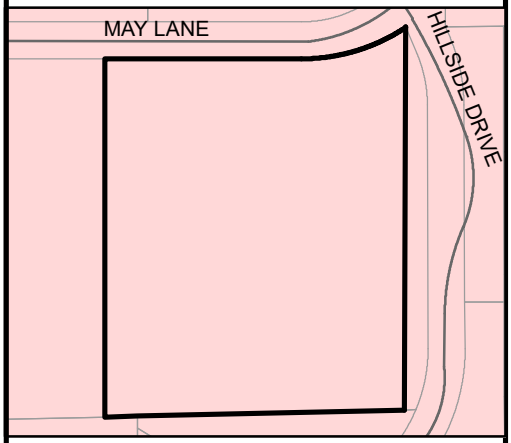
Land Use

Estate includes existing and proposed areas for single-family residential uses at gross densities of one to five acres per dwelling unit. Estate land use is generally designated in areas that are not projected to have access to public sewer and water. Where appropriate, conservation design is encouraged in order to cluster lots and maintain open space within estate developments. Increased estate densities are encouraged where appropriate; however, estate development in close proximity to a municipality should take into consideration that municipality's densities (p. 134).

Sensitive Aquifer Recharge Areas

The site *IS* located in a zone with elevated contamination potential.

Sensitive Aquifer Recharge Areas (SARA)



Sensitive Recharge Area

Standard Soil Erosion and Sediment Control Notes

1. Control measures shall meet the minimum standards and specifications of the *Illinois Urban Manual* (www.aiswcd.org/IUM) unless stated otherwise.
2. Soil disturbance shall be conducted in such a manner as to minimize erosion. Areas of the development site that are not to be disturbed shall be protected from construction traffic or other disturbance until final stabilization is achieved.
3. Soil stabilization measures shall consider the time of year, development site conditions and the use of temporary or permanent measures.
4. Stabilization by seeding shall include topsoil placement and fertilization, as necessary.
5. Native seed mixtures shall include rapid-growing annual grasses or small grains to provide initial, temporary soil stabilization.
6. Offsite property shall be protected from erosion and sedimentation. Velocity dissipation devices shall be placed at concentrated discharge locations and along the length of any outfall channel, as necessary to prevent erosion.
7. Sediment control measures shall be installed prior to the disturbance of tributary areas.
8. Stabilization of disturbed areas shall be initiated immediately whenever any clearing, grading, excavating or other earth disturbing activities have permanently ceased on any portion of the development site, or temporarily ceased on any portion of the development site and will not resume for a period exceeding 14 calendar days. Stabilization of disturbed areas shall be initiated within 1 working day of permanent or temporary cessation of earth disturbing activities and shall be completed as soon as possible, but not later than 14 calendar days from the initiation of stabilization work in an area. Exceptions to these time frames are specified below:
   a. Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable; and
   b. In areas where construction activity has temporarily ceased and will resume after 14 days, a temporary stabilization method may be used.
9. Disturbance of steep slopes shall be minimized. Areas or embankments having slopes steeper than 3:1 shall be stabilized with staked in place sod, erosion control blanket in combination with seeding, or an equivalent control measure.
10. Perimeter control measures shall be provided downslope and perpendicular to the flow of runoff from disturbed areas, where the tributary area is greater than 5,000 square feet, and where runoff will flow in a sheet flow manner. Perimeter erosion control shall also be provided at the base of soil stockpiles.
11. The stormwater management system shall be protected from erosion and sedimentation downslope from disturbed areas. Inlet protection that reduces sediment loading, while allowing runoff to enter the inlet shall be required for all storm sewers. Check dams, or an equivalent control measure, shall be required for all channels. Filter fabric inlet protection and straw bale ditch checks are not acceptable control measures.
12. If dewatering services are used, discharges shall be routed through an effective sediment control measure (e.g., sediment trap or an equivalent control measure). The Enforcement Officer shall be notified prior to the commencement of dewatering activities.
13. All temporary soil erosion and sediment control measures shall be removed within 30 days after final stabilization of the development site is achieved or after the temporary measures are no longer necessary. Trapped sediment shall be removed and disturbed areas shall be permanently stabilized.
14. Stockpiled soil and materials shall be removed from flood hazard areas at the end of each work day. Soil and materials stockpiled in IWMC or buffer areas shall be placed on timber mats, or an equivalent control measure.
15. Effective control measures shall be utilized to minimize the discharge of pollutants from the development site. At a minimum, control measures shall be implemented in order to:
   a. Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash water; and
   b. Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, vehicle fluids, sanitary waste, and other materials present on the development site to precipitation and to stormwater.
16. Adequate receptacles shall be provided for the depositing of all construction material debris generated during the development process. The applicant shall not cause or permit the dumping, depositing, dropping, throwing, discarding or leaving of construction material debris upon or into any development site, channel, or IWMC. The development site shall be maintained free of construction material debris.
17. The Enforcement Officer may require additional or alternate soil erosion and sediment control measures, based on development site specific considerations and the effectiveness of the installed control measures.

Standard Drain Tile Notes

1. Drain tiles disturbed during regulated development shall be reconnected by those responsible for their disturbance, unless the development plans specify abandonment of the drain tiles.
2. All abandoned drain tiles within disturbed areas shall be removed in their entirety.
3. Drain tiles within the disturbed area of a development site shall be replaced, bypassed around the development site or intercepted and connected to the stormwater management system for the development site. The size of the replaced or bypassed drain tile shall be equivalent to the existing drain tile.

STABILIZATION TYPE	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
PERMANENT SEEDING			A,B,C, D			*	*					
SODDING			G**									
TEMPORARY SEEDING			E									
DORMANT SEEDING												

STANDARD LAWN MIXTURE
A (1) KENTUCKY BLUEGRASS 50 LBS/ACRE MIXED WITH PERENNIAL RYEGRASS 30 LBS/ACRE AND CREEPING RED FESCUE 20 LBS/ACRE

SALT TOLERANT MIXTURE B
(1A) BLUE GRASS 30 LBS/ACRE PERENNIAL RYEGRASS 10 LBS/ACRE DAWSONS RED FESCUE 10 LBS ACRE SEALDIS HARD FESCUE 10 LBS/ACRE FULTS SALT GRASS 30 LBS/ACRE

LOW MAINTENANCE NATIVE GRASS MIXTURE
C ANDROPOGON SCOPARIUS (LITTLE BLUE STEM) 5 LBS/ACRE BOUTELOVA CURTIPENDULA (SIDE OATS GRAMA) 5 LBS/ACRE 21 MAJOR CANADENSIS (WILD RYE) 1 LBS/ACRE SPOROBOLUS HETEROLEPSIS (PRAIRIE DROPSEED) 0.5 LBS/ACRE ANNUAL RYE GRASS 25 LBS/ACRE OATS, SPRING 25 LBS/ACRE PERENNIAL RYE GRASS 15 LBS/ACRE

WETLAND GRASS AND SEDGE MIXTURE.
D (40) ANNUAL RYE GRASS 24 LBS/ACRE OATS, SPRING 25 LBS/ACRE

E CEREAL RYE 90 LBS/ACRE, OR WHEAT 90 LBS/ACRE, OR PERENNIAL RYEGRASS 25 LBS/ACRE

G SOD

* IRRIGATION NEEDED DURING JUNE AND JULY

** IRRIGATION NEEDED FOR 2 TO 3 WEEKS AFTER APPLYING SOD.

( ) IDOT STANDARD

IMPERVIOUS AND DISTURBANCE AREAS DATA:

EXISTING IMPERVIOUS:	10,530 SQ.FT.
PROPOSED IMPERVIOUS POLE BARN:	5,500 SQ.FT.
ASPHALT DRIVEWAY:	3,765 SQ.FT.
NEW IMPERVIOUS SUBTOTAL:	9,265 SQ.FT.
FINAL IMPERVIOUS TOTAL:	19,795 SQ.FT.
SOIL DISTURBANCE:	18,850 SQ.FT.

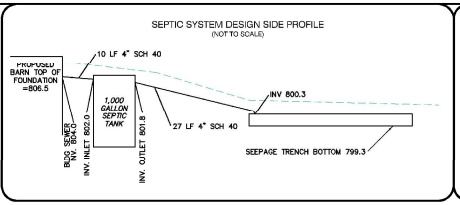
ADDITIONAL NOTES TO HEALTH DEPT.

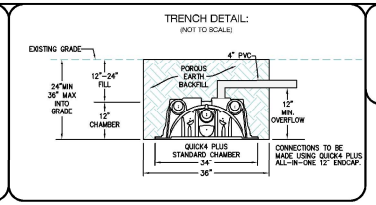
THE WASTE STRENGTH OF THE EFFLUENT LEAVING THE BARN WILL NOT BE ANY STRONGER THAN THAT OF A RESIDENTIAL USE.

THE SEEPAGE SYSTEM WILL RECEIVE DOMESTIC WASTE ONLY.

GENERAL SEPTIC SYSTEM NOTES:

1. THE SEPTIC SYSTEM INSTALLER SHALL CONTACT THE DESIGNER PRIOR TO ONSET OF CONSTRUCTION TO RESOLVE ANY DISCREPANCIES IF IDENTIFIED.
2. THE AREA IN WHICH THE SEPTIC SYSTEM IS TO BE INSTALLED SHALL BE IDENTIFIED AND SHALL NOT BE CUT, EXCAVATED, FILLED, OR OTHERWISE ALTERED IN ANY WAY EXCEPT AS SPECIFIED IN THE APPROVED PLAN. THE AREA SHALL BE PROTECTED FROM CONSTRUCTION TRAFFIC AND ACTIVITIES THAT MIGHT COMPACT THE SOIL.
3. THE PROPOSED SEEPAGE AREA SHALL HAVE A BARRIER OF SUBSTANTIAL QUALITY TO PREVENT TRAFFICKING OR DISTURBANCES OF THE SEEPAGE AREA PRIOR TO RELEASE OF PERMIT, AND UNTIL THE SEEPAGE SYSTEM IS APPROVED AND BACKFILLED.
4. ANY REMOVAL OF TREES GREATER THAN OR EQUAL TO SIX INCHES IN DIAMETER SHALL BE BY CUTTING NEAR THE SURFACE. STUMPS MAY BE REMOVED BY GRINDING OR CUTTING, BUT SHALL NOT BE UPROOTED.
5. CHISEL PLOW SEPTIC FIELD AREA TO 8" DEEP ALONG CONTOUR WHEN TRENCH DEPTH IS LESS THAN 12" INTO EXISTING GRADE.
6. SEPTIC SYSTEM HAS NOT BEEN SIZED TO ACCOMMODATE HOT TUB USE.
7. SEPTIC FIELD HAS BEEN DETERMINED TO BE OUT OF FLOOD HAZARD.
8. SEPTIC TANK MUST HAVE ACCESS RISER TO GROUND SURFACE.
9. SEPTIC TANK HAS NOT BEEN SIZED TO ACCOMMODATE GARBAGE DISPOSAL.
10. LIFT STATION IF PROVIDED MUST HAVE ACCESS RISER TO EXTEND 6" ABOVE NORMAL GROUND SURFACE. FORCE MAIN TO PITCH BACK TO TANK; PROVIDE 90° ELBOW AT FIRST TRENCH WITH ANTI-SIPHON HOLE DRILLED IN TOP. PIPE FITTINGS SHALL BE LONG SOCKET SOLVENT WELD PRESSURE TYPE; QUICK DISCONNECT TO BE PROVIDED IN DISCHARGE PIPING. CORROSION RESISTANT ROPE OR CABLE TO BE AFFIXED TO PUMP. UTILIZE 1/3 HP EFFLUENT PUMP UNLESS OTHERWISE SPECIFIED; PROVIDE AUDIO VISUAL ALARM. ALARM TO BE SET TO PROVIDE 200 GAL/BEDROOM RESERVE CAPACITY. DOSE AS SPECIFIED ON DESIGN.
11. SEWER LINES 4" PVC SCH 40 OR CAST IRON. HEADER LINES 4" PVC SCH 40. SEEPAGE TILE 4" PERFORATED ASTM 2729 OR GREATER.
12. ALL SEWER LINES/HEADER LINES SHALL BE BEDDED PRIOR TO BACKFILLING.
13. UTILIZE PLASTIC DROP BOXES/DISTRIBUTION BOXES. 3' SOLID HEADER REQUIRED BETWEEN BOXES AND SEEPAGE TILE. IF SHOWN
14. ALL CONSTRUCTION/MATERIALS SHALL CONFORM TO THE LOCAL PUBLIC HEALTH ORDINANCE.
15. UNLESS SPECIFIED, NO CESSPOOLS, STORMWATER DRYWELLS, OR LEACH PITS WERE IDENTIFIED WITHIN REQUIRED ORDINANCE SETBACKS.
16. UNLESS SPECIFIED, NO UTILITIES WERE NOTED TO BE IN CONFLICT WITH THE PROPOSED SEPTIC SYSTEM DESIGN. THE SEPTIC SYSTEM INSTALLATION CONTRACTOR IS REQUIRED TO CONTACT JULLIE PRIOR TO ONSET OF CONSTRUCTION. UTILITIES SERVICES SHALL MAINTAIN A 5 FOOT SEPARATION TO THE SEPTIC AREA.
17. FILL, IF PROPOSED, AS INDICATED WILL NOT NEGATIVELY AFFECT SURFACE WATER RUNOFF FROM/TO NEIGHBORING PROPERTIES. PROPOSED FILL TO BE 6" TOPSOIL, REMAINDER COARSE GRADED SAND OR POROUS EARTH FILL MEETING ORDINANCE REQUIREMENTS.
18. CLEAR WATER FROM FOOTING DRAINS, AIR CONDITIONERS, DE-HUMIDIFIER, DOWN SPOUTS, PERIPHERAL DRAIN TILE, AND ANY OTHER CLEAR WATER SHALL NOT BE DISCHARGED INTO OR ONTO THE SEPTIC FIELD.
19. LOCATION DEVICES FOR GRAVELLESS PIPE CHAMBERS. A SOLID FERROUS IRON BAR OR ROD (A MINIMUM OF ½ INCH DIAMETER AND A MINIMUM OF 12" LONG), SHALL BE INSTALLED AT THE START AND END OF EACH CHAMBER OR GRAVELLESS PIPE, TERMINATING WITHIN 24" OF THE FINISH GRADE.

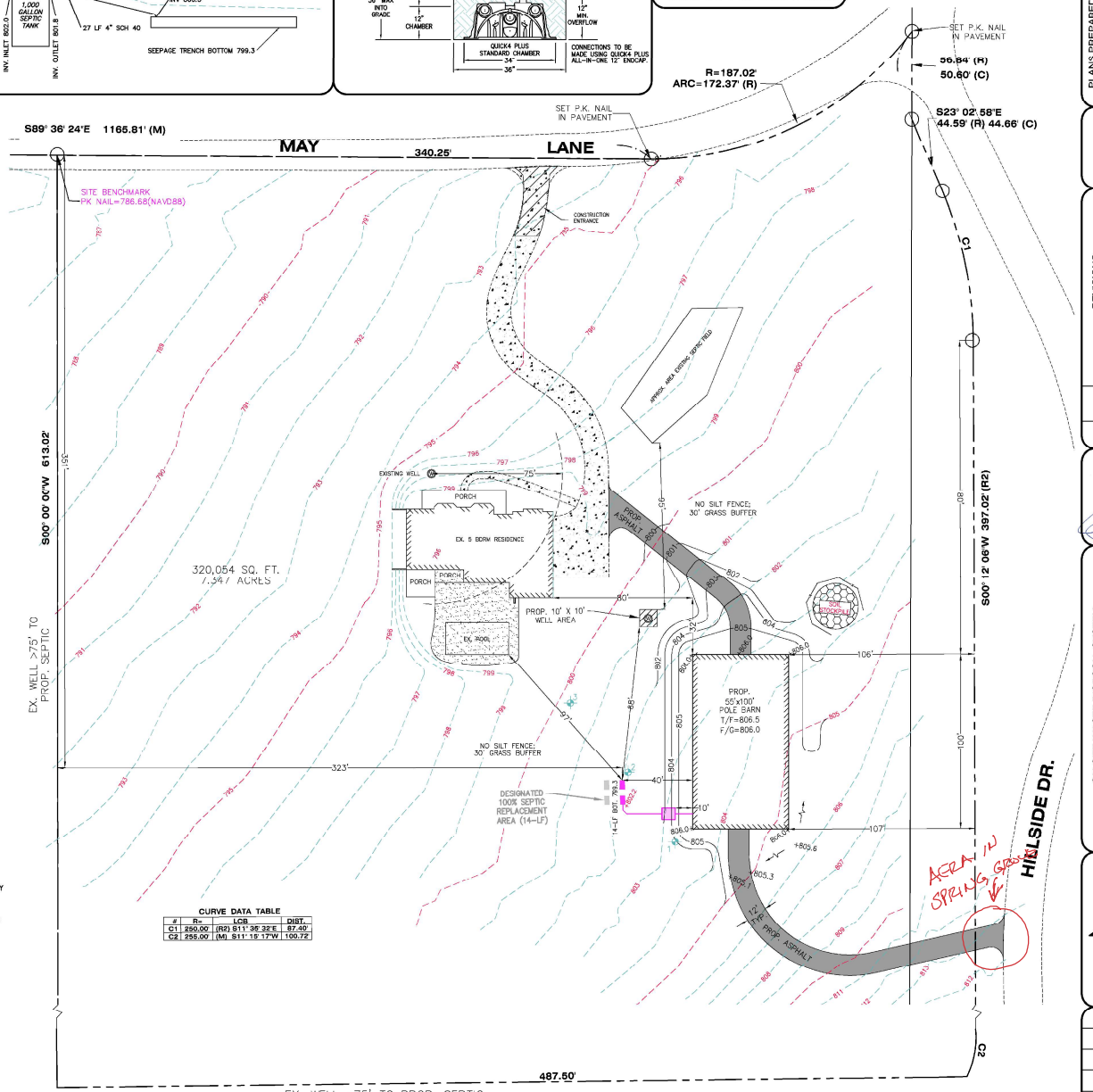




DESIGN CRITERIA PROPOSED FLOWS:
RAPID SOIL PERMEABILITY 1.0 GPD/ SQ.FT.
3 EMPLOYEES X 15 GPD = 45 GPD
1 VISITORS X 5 GPD = 5 GPD
TOTAL GPD = 50 GPD
50 GPD DIVIDED BY 1.0 GPD/SF=50 SF.
UTILIZE 4' CREDIT FOR CHAMBERS
REQUIRES 13 LF 3' WIDE TRENCH; 14' PROVIDED

WATER METERING

A METER READING IN GALLONS OR TENS OF GALLONS IS TO BE INSTALLED IN THE BARN TO INDICATE THE FLOW OF WATER BEING USED FROM BATHROOM AND ANY WASH SINK IN THE BARN.



CURVE DATA TABLE

#	R=	LCB	DIST.
C1	250.00	(R2) S11° 35' 32"E	87.40'
C2	255.00'	(M) S11° 15' 17"W	100.72'

GRAPHIC SCALE
0 30 45 60 90
(IN FEET)
1"=30 FT.

PLANS PREPARED FOR:
RICH MILTAMORE
3819 MAY LANE
SPRING GROVE, IL 60081
224-469-7503
rich@milti.com

BENCHMARK:
COUNTY #8234 KNOWN AS TRYON GROVE 2
LAT. 42° 27' 03.4469"
LONG. -88° 18' 29.60578"
ELEV.=808.15 NAVD88

REVISIONS

DATE	DESCRIPTION

Permit Number HEALTH

Permit Number PLANNING

ALBERT M. SCHMITT PROFESSIONAL ENGINEER 062-060201 ILLINOIS
EXPIRES 11-30-2023

ON-SITE WASTE DISPOSAL SYSTEM
3819 MAY LANE
SPRING GROVE, IL 60081
NW ¼ OF SW ¼ SEC 26 T46N R8E
04-26-302-006

SCHMITT ENGINEERING
215 West Calhoun Street, Woodstock, Illinois 60098
(815) 337-1818 FAX (815) 337-1819
www.albertmschmitt-engineering.com

Drawn by TJM
Checked By AMS
Date 09/05/23
Scale 1" = 30 Ft.
Job Number 181008

SHEET 1 OF 1

Y:\PLATS\2018\181008 - Miltimore_T_\181008 2023 Barn Addition.dwg

McHENRY-LAKE COUNTY SOIL & WATER CONSERVATION DISTRICT

1648 S. Eastwood Dr. Woodstock, Illinois 60098 (815) 338-0444 ext. 3 www.mchenryswcd.org

January 20, 2026

Rich Miltimore
3819 May Ln.
Spring Grove, IL 60081

Re: Parcel # 04-26-302-006
Common Location: 3819 May Ln., Spring Grove, IL
NRI# L26-005-4788
Zoning Change: Variance for Height

Dear Mr. Miltimore:

The McHenry-Lake County Soil and Water Conservation District has carefully reviewed your application for Natural Resource Information Report on the Rich Miltimore property as applied for in Report #26-005-4788. Due to the amount of previously disturbed soils on the site, the SWCD finds that impact to natural resources from the proposed use is minimal for the purposes of the NRI report. A full Natural Resource Information Report will not be necessary.

No floodplain or wetlands were found on the site from office maps. Our wetland inventory is for informational and planning purposes only. Any proposed drainage work, in wet areas, requires a certified wetland delineation. If drainage work is to occur, please contact the Army Corps of Engineers and McHenry County Department of Planning & Development for permit information.

This letter fulfills your requirement to notify the SWCD of land use changes as per the Illinois Compiled State Statutes, Chapter 70, Par. 405/1 et seq. Illinois Revised Statutes, Ch. 5, Par 106 et seq. and the McHenry County Stormwater Ordinance. If you have any questions concerning this letter, feel free to call our office.

Sincerely,

Spring M. Duffey
Executive Director

cc. McHenry County Department of Planning and Development

R E S O L U T I O N

Appointment to the Lake in the Hills Sanitary District as of April 21, 2026 (12)

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

Lake in the Hills Sanitary District	**Expiration Date**
Matthew Irsay	04/30/2029

DATED at Woodstock, Illinois, this 21st day of April, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Appointment to the Lake in the Hills Sanitary District as of April 21, 2026 (12)

Board / Committee Action Requested:
To approve the appointment to the Lake in the Hills Sanitary District as of April 21, 2026

County of McHenry

County Clerk Monthly Report

FY 2026 Year to Date

March 1, 2026 - March 31, 2026

GENERAL FUND (100) REVENUE

Main Account Description	Budgeted Revenue	March Actual Revenue	FY 2026 YTD Revenues	FY 2026 Revenue Variance	% Revenue Realized
County Clerk Tax Redemption Fees	$60,000.00		$26,750.00	$33,250.00	44.58%
Misc. County Clerk Fees	$130,000.00	$9,398.64	$46,160.96	$83,839.04	35.51%
County Clerk Automation Fee	$30,000.00	$1,940.00	$8,822.00	$21,178.00	29.41%
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		$11,921.79	$29,078.21	29.08%
Utilization of Fund Balance	$8,000.00			$8,000.00	0.00%
Totals	**$419,000.00**	**$11,338.64**	**$93,654.75**	**$325,345.25**	**22.35%**

County of McHenry

County Recorder Monthly Report

FY 2026 Year to Date

March 1, 2026 - March 31, 2026

GENERAL FUND (100) REVENUE

Main Account Description	Budgeted Revenue	March Actual Revenue	FY 2026 YTD Revenues	FY 2026 Revenue Variance	% Revenue Realized
Tax Transfer Stamps	$1,225,000.00	$64,214.75	$278,600.00	$946,400.00	22.74%
Recording Fees	$660,000.00	$41,917.42	$226,184.75	$433,815.25	34.27%
Real Estate Recording Fees - County Portion	$13,750.00	$1,084.50	$5,093.50	$8,656.50	37.04%
Totals	**$1,898,750.00**	**$107,216.67**	**$509,878.25**	**$1,388,871.75**	**26.85%**

County of McHenry

County Recorder Monthly Report

FY 2026 Year to Date

March 1, 2026 - March 31, 2026

RECORDER'S AUTOMATION FUND (232) REVENUE

Main Account Description	Budgeted Revenue	March Actual Revenue	FY 2026 YTD Revenues	FY 2026 Revenue Variance	% Revenue Realized
Service Fees	$75,000.00	$7,360.66	$31,279.38	$43,720.62	41.71%
Real Estate Recording Fees - Recorder Automation	$15,000.00	$1,096.50	$5,105.50	$9,894.50	34.04%
Recorder Automation Fees	$250,000.00	$18,328.00	$88,332.00	$161,668.00	35.33%
Interest Income - Bank Accts	$25,000.00	$114.38	$7,970.94	$17,029.06	31.88%
Utilization of Fund Balance	$109,500.00			$109,500.00	0.00%
Totals	**$474,500.00**	**$26,899.54**	**$132,687.82**	**$341,812.18**	**27.96%**

County of McHenry

County Recorder Monthly Report

Illinois Housing Surcharge Fund - FY 2026 Year to Date

March 1, 2026 - March 31, 2026

Main Account Description	Opening Balance	FYTD Debit	FYTD Credit	Net Difference	Closing Balance
Illinois Housing Surcharge Fund-Equity in Pooled Cash - GL	$42,197.41	$183,366.00	($193,014.00)	($9,648.00)	$51,845.41
Illinois Housing Surcharge Fund-Accounts Receivable	$0.00	$183,366.00	($183,366.00)	$0.00	$0.00
Illinois Housing Surcharge Fund-Vouchers Payable	$0.00	$193,014.00	($144,324.00)	$48,690.00	($48,690.00)
Illinois Housing Surcharge Fund-Due to State of Illinois	($42,197.41)	$144,324.00	($183,366.00)	($39,042.00)	($3,155.41)
Totals	**$0.00**	**$704,070.00**	**($704,070.00)**	**$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 March 2026
By David Christensen, Director

Executive Summary

March 2026 marked the transition into the spring operational period, with a strong focus on severe weather preparedness, interagency coordination, and continued advancement of operational capabilities. EMA maintained a proactive readiness posture through training, exercises, and partner engagement, while continuing to strengthen internal systems, volunteer capacity, and regional coordination efforts. A key highlight included the successful execution of a Severe Weather Activation Exercise, reinforcing readiness ahead of peak storm season.

Operational Readiness & Coordination

- Conducted Severe Weather Activation Exercise (March 21) to validate coordination, communication, and operational readiness.
- Participated in statewide severe weather coordination calls and National Weather Service briefings.
- Maintained readiness posture through ongoing situational awareness and weather monitoring assignments.
- Continued coordination with IEMA and regional partners through monthly EM coordination calls.

Training, Exercises & Volunteer Engagement

- Held Emergency Services Volunteers (ESV) General Meeting to reinforce readiness and operational priorities. Guest speaker spoke on the mental health of responders and lost person behaviors.
- Completed extensive ESV credentialing and ID badge renewal process, ensuring accountability and deployment readiness.
- Continued engagement across volunteer disciplines including:
    - Search and Rescue (SAR)
    - Communications (ARES/RACES)

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

    - Weather operations
    - EOC Operations Support

These efforts sustain a trained, credentialed, and ready volunteer force supporting both daily operations and emergency activations.

Planning, Technology & Program Development

- Conducted VEOCI system demonstration, evaluating enhanced incident management and coordination capabilities.
- Continued Alertus system coordination and evaluation of emergency notification tools.
- Advanced Integrated Preparedness Plan (IPP) discussions and alignment efforts.
- Progressed ADA accessibility improvements, including training and document remediation.
- Engaged in discussions on emerging technology and security enhancements.

Interagency & Community Coordination

- Participated in key coordination meetings, including:
    - Fire Chiefs Association
    - McHenry County Council of Governments
    - School Safety Coordination
- Engaged with public-private partners through the ChicagoFIRST Resiliency Summit.
- Continued collaboration with municipal, public safety, and regional partners to strengthen whole-community preparedness.

Professional Development & Leadership

- Participated in:
    - ChicagoFIRST Resiliency Summit
    - IESMA Summit and Legislative Planning Meetings
    - Statewide Threat Intelligence Briefings (STIC)
- Continued leadership involvement in statewide coordination, policy discussions, and preparedness initiatives.

Looking Ahead

EMA will continue to prioritize:

- Severe weather readiness and response
- Expansion of ICS-based EOC operations
- Incident Action Planning support for community events
- Continued planning integration (IPP, THIRA)
- Strengthening volunteer capacity and operational readiness

Bottom Line

EMA remains operationally ready and strategically focused, ensuring McHenry County is prepared to effectively manage both day-to-day coordination and complex emergency incidents through strong partnerships, trained personnel, and continuous improvement.

March 2026 Emergency Services Volunteer (ESV) Hours

Hours by Section / Work Area	Total Hours
Operations	
-Communications	39.25
-Search & Rescue	38.
-Weather	0
-General	63.0
Logistics	
-Support	9.5
-EOC Staff Support	6.0
-Training	46.75
Total Monthly Hours	**202.50**
Total YTD Hours Donated for 2026	**527.10**

Cost Savings Generated Through Volunteer Service in March:

General	$2,128.77
SAR	$1,284.
EOC Ops Support	$202.74
Wx	$0.
Comms	$1,326.25
Support	$321.00
Training	$1,580
Volunteer Staff	0
Drivers	0
	$6,842.76

Monthly Activities for EMA Staff

Performance Indicators:	Month	YTD	2026 Projected
Number of Volunteers	34	34	60
EMA Staff Training Sessions	12	32	40
Volunteer Training Sessions	4	13	80
Community Presentations/Outreach (NHMP Action Item 23)	13	23	15
Disaster Exercises (Intergovernmental & County)	0	5	10
Mutual Aid Response (SAR, Rehab, EMA, MABAS, Weather)	4	4	20
Emergency Management Development (Coordinating Council)	5	36	6
Technical Advisory Assistance for Municipal & Township Gov (EOP, ETSB, Fire Chief's)	2	7	20
Event Coordination (Incident Action Plan, Communications)	4	8	15
Develop/Revise COOP, EOP, Hazard Mitigation & School Plans	4	13	15

March Resiliency Report **03/26/26**

This month I completed nine contacts. I met with the IEMA Planning and Training Specialist to discuss the resiliency work being done in McHenry County. I had a meeting with the lead Pastor of Springbrook Church regarding multi use facilities. I participated in the MCCG dinner at Port Edward/ Algonquin. I participated in and presented a short program for the Regional Office of Education 44. I had a meeting with the Safety and Security Lead at Willowcreek Crystal Lake regarding multi-use facilities. I had a meeting with the Safety and Security Director of School District 300 regarding multi-use facilities.

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
MATTHEW SILER

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

	March 2026	March 2025
Defendants Assigned	422	338
Defendants Disposed	414	407
Total Number of Charges Disposed	735	775
Felonies	170	220
Misdemeanors	534	525
Juveniles	28	23
Other	3	7

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
March 2026

MONTH- March	Totals
Total Deaths	174
Return to Medical Deaths	154
Coroner Cases	20
Scenes	38
Hospital Deaths	44
Hospice Deaths	88
Fetal Deaths	3
Nursing Home / Assisted Living Deaths	42
Autopsies Performed	7
External Autopsies Performed	0

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

Yearly Stats -	Results
Total Deaths March 2026	174
Total Deaths YTD 2026	504
Total Deaths YTD 2025	533
Total Deaths 2025	1943
Return to Medical YTD 2026	444
Return to Medical YTD 2025	469
Return to Medical Total 2025	1696
Coroner Cases YTD 2026	60
Coroner Cases YTD 2025	64
Coroner Cases Total 2025	247
Scenes YTD 2026	106
Scenes YTD 2025	95
Scenes Total 2025	396
Hospital Deaths YTD 2026	152
Hospital Deaths YTD 2025	114
Hospital Deaths Total 2025	502
Hospice Deaths YTD 2026	247
Hospice Deaths YTD 2025	19
Hospice Deaths Total 2025	709
Fetal Deaths YTD 2026	13
Fetal Deaths Total 2025	24
Suicides YTD 2026	45
Suicides Total 2025	43
Nursing Homes/Assisted Living Deaths YTD 2026	111
Nursing Homes/Assisted Living Deaths YTD 2025	147
Nursing Homes/Assisted Living Total 2025	479
Autopsies Performed YTD 2026	23
Autopsies Performed YTD 2025	34
Autopsies Performed Total 2025	136
External Autopsies YTD 2026	2
External Autopsies YTD 2025	7
External Autopsies Total 2025	33

MCHENRY COUNTY CORONER
DR. MICHAEL R REIN, D.C.
COUNTY BOARD MONTHLY REPORT
March 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	2
Opiates + Non-Opiates	1	9	4	2	1
	Total 40	Total 50	Total 39	Total 23	Total 3
Pending				1	1
* Opiates (Hydro/Oxycodone, Tramadol, Heroin, etc.)					
* Non-Opiates (Amphetamines, Benzodiazepines, etc.)					

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

2026 Drug Related Deaths	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Fentanyl	0	0	0									
Fentanyl + Opiates	0	0	0									
Fentanyl + Heroin	0	0	0									
Fentanyl + Cocaine	0	0	0									
Fentanyl + Cocaine + Non-Opiates	0	0	0									
Fentanyl + Cocaine + Opiates	0	0	0									
Fentanyl + Non-Opiates	0	0	0									
Fentanyl + Opiates + Non-Opiates	0	0	0									
Fentanyl + Heroin + Cocaine	0	0	0									
Fentanyl + Heroin + Cocaine + Opiates	0	0	0									
Fentanyl + Heroin + Cocaine + Non-Opiates	0	0	0									
Fentanyl + Heroin + Cocaine + Opiates + Non-Opiates	0	0	0									
Fentanyl + Heroin + Opiates + Non-Opiates	0	0	0									
Fentanyl + Heroin + Opiates	0	0	0									
Fentanyl + Heroin + Non-Opiates	0	0	0									
Heroin	0	0	0									
Heroin + Cocaine	0	0	0									
Heroin + Non-Opiates	0	0	0									
Cocaine	0	0	0									
Cocaine + Opiates	0	0	0									
Cocaine + Opiates + Non-Opiates	0	0	0									
Cocaine + Non-Opiates	0	0	0									
Opiates	0	0	0									
Non-Opiates	0	0	2									
Opiates + Non-Opiates	0	0	1									
PENDING CASES	**2**	**1**	**1**									
TOTAL DEATHS	**0**	**0**	**4**									
* Opiates (Hydro/Oxycodone, Tramadol, Heroin, etc.)												
* Non-Opiates (Amphetamines, Benzodiazepines, etc.)												

McHenry County Sheriff's Office

County Board Monthly Report
March 2026

Sheriff Robb Tadelman

Correctional Division	2025	2026	YTD
Total Inmates Received	297	331	938
Total Inmates Discharged	323	336	912
Average Inmate Count Per Day	334	334	1009
Inmates Transferred for Warrant Pick-Ups	52	52	158
Inmates taken to local court	485	536	1456
Warrants Served	156	174	484

Civil Process/Records	2025	2026	YTD
Civil Processes Received	806	810	2,225
Civil Processes Served	613	571	1715
FOIA's Processed	199	329	971
Bonds Processed	11	9	22
Subpoenas Processed	24	12	66

Court Security	2025	2026	YTD
Door Totals	29,993	27,760	77,028
Prohibited Items Confiscated	1,255	1,698	4,401
Warrant/Remands Served	37	42	109

Communications Division	2025	2026	YTD
Sheriff's Incidents Dispatched	3,060	3,184	9,198
Contracted Police Incidents Dispatched	3,104	3,410	9,996
Contracted Fire Incidents Dispatched	257	260	751
Incoming Phone Calls	4,911	4,669	13,435
Outgoing Phone Calls	2,485	1,951	6,328
911 Calls	991	917	2,670

Sheriff's Garage	2025	2026	YTD
Vehicle Repairs for all County Vehicles	42	87	265

Police Social Work	2025	2026	YTD
MCSO Referrals	59	64	160
PSW Program Referrals	173	186	474

Traffic	2025	2026	YTD
Pedestrian	0	0	0
Fatal	2	0	2
Injury	25	20	66
No Injury Accidents	45	52	154
Deer	22	20	78
Hit & Run	4	3	11
Property Damage Accidents	13	16	46

Patrol Division	2025	2026	YTD
Citations Issued	502	546	1555
Warning Tickets Issued	196	93	372
Incident Reports Taken	336	310	726
Felony Arests	16	31	68
Misdemeanor Arrests	65	45	116
Warrant Arrests	6	7	16

Investigations	2025	2026	YTD
Adult Arrests	4	1	18
Juvenile Arrests/Processed	1	0	4
Sex Offenders Registered	33	23	76
Sex Offenders Verifications	8	11	31
Cases Assigned	39	34	106
Cases Pending	183	205	602
Cases Closed	19	27	97

Narcotics Division/Intelligence	2025	2026	YTD
Arrests	12	17	49
Felony Charges	18	36	105
Misdemeanor Charges	7	17	49
Federal Charges	0	0	0

*2025: March 2025 Totals *LYT: Last Year to Date *2026: March 2026 *YTD: Year to Date 2026

McHenry County, Illinois

Treasurer's Report

February 2026

Percent of Year Elapsed: 25%

Fund	Column2	Fiscal Yr Beg Bal	1/26 Beg Bal	2/26 Inflows	YTD Inflows	2/26 Outflows	YTD Outflows	2/26 End Bal
100	General Fund	$49,777,742.37	$37,070,037.97	$45,643,890.84	$167,619,293.81	($49,038,569.11)	($183,721,676.48)	$33,675,359.70
201	Ill Municipal Retirement Fund	2,291,812.34	1,664,977.76	615,899.82	2,064,583.81	(1,680,332.48)	(3,755,851.05)	600,545.10
202	Social Security Fund	2,020,827.08	1,072,070.63	646,716.64	2,360,808.35	(1,034,759.18)	(3,697,607.34)	684,028.09
203	Liability Insurance Fund	1,214,901.98	(278,748.08)	292,948.94	582,830.79	(531,022.41)	(2,314,554.32)	(516,821.55)
204	Lease Resolution	0.00	0.00	0.00	0.00	0.00	0.00	0.00
205	Highway Fund	4,649,264.71	2,943,969.58	49,897.72	196,884.24	(900,604.16)	(2,752,885.81)	2,093,263.14
206	Matching Fund	1,872,543.19	1,620,009.17	87,997.20	118,532.17	(146,936.39)	(430,005.38)	1,561,069.98
207	County Bridge Fund	1,120,341.77	1,053,400.53	127,348.35	133,976.39	(64,569.39)	(138,138.67)	1,116,179.49
208	Veterans Asst Commission Fund (208)	(308,522.70)	(556,052.88)	0.00	2,870.00	(58,741.59)	(309,141.77)	(614,794.47)
209	Senior Services	3,034,621.61	2,652,424.82	69,735.20	87,040.65	(54,602.62)	(454,104.86)	2,667,557.40
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	8,343,417.40	1,053,813.53	3,132,944.10	(1,103,624.83)	(2,876,656.54)	8,293,606.10
220	Opioid Settlement Fund	1,075,920.12	1,028,291.96	42,648.62	101,450.02	(56,916.67)	(163,346.23)	1,014,023.91
221	American Rescue Plan Fund	22,794,001.43	19,961,606.97	50,271.64	129,047.10	(1,846,036.58)	(4,757,206.50)	18,165,842.03
222	Joint Training Facility/Firing Range	243,446.39	364,366.96	271,046.64	442,550.89	(58,122.51)	(108,706.19)	577,291.09
230	County Clerk Automation Fund	201,412.14	202,657.85	2,986.05	8,678.51	(4,446.75)	(8,893.50)	201,197.15
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	833,013.59	32,097.06	105,788.28	(3,953.48)	(54,173.43)	861,157.17
233	Co Treasurers Automation Fund	682,133.06	670,722.41	1,815.16	6,489.78	0.00	(16,085.27)	672,537.57
234	Geographic Info Systems	1,481,559.56	1,517,931.66	114,505.83	388,731.22	(61,217.68)	(299,070.97)	1,571,219.81
260	RTA Sales Tax - County Portion	50,968,334.05	51,541,305.31	1,670,250.44	4,999,401.11	(470,508.47)	(3,226,687.88)	52,741,047.28
261	Motor Fuel Tax Fund	38,195,905.48	39,637,144.21	838,809.24	2,512,223.00	(24,791.29)	(256,966.32)	40,451,162.16
262	Co Option Motor Fuel Tax Fund	16,986,433.59	17,557,256.16	749,824.73	2,339,715.72	(364,375.92)	(1,383,444.34)	17,942,704.97
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	379,031.81	162,791.07	546,305.54	(227,595.78)	(646,395.54)	314,227.10
291	Ill Criminal Justice Auth Fund	115,318.58	16,563.71	45.74	36,727.87	0.00	(135,437.00)	16,609.45
292	McHenry Co Workforce Network	9,324.12	2,539.45	252,294.42	582,571.47	(200,252.20)	(537,313.92)	54,581.67
300	Treas Passport Services Fund	203,136.67	204,313.69	5,353.85	16,305.03	(3,902.29)	(13,676.45)	205,765.25
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	322,560.80	877.61	60,539.53	(19,971.51)	(89,897.35)	303,466.90
303	Coroner's Fund	235,397.66	253,931.68	13,333.70	46,248.54	(7,334.32)	(21,715.14)	259,931.06
350	DUI Conviction Fund (350)	328,706.57	332,404.57	2,369.00	6,067.00	0.00	0.00	334,773.57

McHenry County, Illinois

Treasurer's Report

February 2026

Percent of Year Elapsed: 25%

Fund	Column2	Fiscal Yr Beg Bal	1/26 Beg Bal	2/26 Inflows	YTD Inflows	2/26 Outflows	YTD Outflows	2/26 End Bal
360	Inmate Welfare Fund	2,771,926.45	2,868,112.01	75,298.32	3,370,481.80	(16,926.76)	(3,215,924.68)	2,926,483.57
370	Maint/Child Support Collection	84,275.27	93,302.47	3,906.01	12,933.21	0.00	0.00	97,208.48
371	Circuit Court Doc Storage Fund	1,509,583.84	1,451,265.20	59,390.20	183,496.85	(88,970.03)	(271,395.32)	1,421,685.37
372	Circuit Court Automation Fund	2,062,521.19	2,157,112.81	66,343.43	215,482.03	(21,972.06)	(76,519.04)	2,201,484.18
373	Circuit Court Clerk Oper & Admin Fund	613,727.96	635,478.65	15,787.89	48,712.28	(12,549.44)	(23,723.14)	638,717.10
374	Circuit Clerk Electronic Citation Fund	592,560.63	622,875.83	16,967.51	52,637.71	(12,430.00)	(17,785.00)	627,413.34
375	Law Library Fund	291,992.25	272,868.73	19,918.62	59,380.32	(11,594.76)	(70,179.98)	281,192.59
376	Special Courts Fund (376)	(147,084.70)	(103,390.69)	128,268.91	435,248.36	(103,128.00)	(366,413.44)	(78,249.78)
377	Probation Service Fee Fund	811,123.46	805,780.44	20,247.43	56,665.32	(65,082.66)	(106,843.57)	760,945.21
378	EMDT Fund	(28.04)	(28.04)	0.00	0.00	0.00	0.00	(28.04)
379	State's Attorney Records Automation Fu	63,997.40	64,552.61	554.61	1,827.53	0.00	(717.71)	65,107.22
380	Public Defender Records Auto	23,236.73	23,789.76	228.83	781.86	0.00	0.00	24,018.59
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	56,540.62	774.26	1,654.84	0.00	(554.74)	57,314.88
392	Health Scholarship Fund	7,402.99	7,450.29	20.26	67.56	0.00	0.00	7,470.55
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	2,714,602.45	6,854.53	3,145,990.19	(376,702.48)	(1,200,914.19)	2,344,754.50
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	18,313,395.65	1,882,812.97	5,103,700.73	(1,502,859.68)	(4,823,361.05)	18,693,348.94
801	Emerg Telephone Systems Board	13,976,538.12	12,555,415.73	410,483.52	1,240,932.22	(158,745.55)	(2,410,316.64)	12,807,153.70
850	Employee Benefit Fund	501,417.25	2,532,183.26	1,925,246.08	8,655,244.77	(1,881,280.54)	(6,580,513.22)	2,576,148.80
901	Advance Tax Deposits Agency Fd	0.00	759,238.01	0.00	759,238.01	0.00	0.00	759,238.01
902	Condemnation Fund	1,048,869.14	1,026,354.05	2,040.43	6,825.34	(191,637.10)	(218,937.10)	836,757.38
903	Deposits by Court Order	319,085.00	321,123.65	873.46	2,912.11	0.00	0.00	321,997.11
904	Federal Forfeiture Asset Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00

McHenry County, Illinois

Treasurer's Report

February 2026

Percent of Year Elapsed: 25%

Fund	Column2	Fiscal Yr Beg Bal	1/26 Beg Bal	2/26 Inflows	YTD Inflows	2/26 Outflows	YTD Outflows	2/26 End Bal
905	Forfeited Tax Agency Fund	10,708.96	13,033.47	592.54	2,917.05	(5,594.21)	(5,594.21)	8,031.80
906	Greenwood Drainage District	14,432.32	14,449.50	39.30	131.48	0.00	(75.00)	14,488.80
907	Hebron Drainage District	33,292.06	33,504.76	91.13	303.83	(450.00)	(450.00)	33,145.89
908	Interest Earned on RE Taxes	275.12	2,976.71	268.06	2,969.65	0.00	0.00	3,244.77
909	Juvenile Drug Abuse Fund (909)	5,928.09	5,324.52	173.76	820.03	0.00	(1,249.84)	5,498.28
910	Kishwaukee Drainage District	3,412.75	3,434.56	9.34	31.15	0.00	0.00	3,443.90
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	77,735.91	1,725.45	2,236.70	(1,600.00)	(4,800.00)	77,861.36
914	Tax Sale II Escrow Agency Fund (914)	206,234.86	207,552.50	564.54	1,882.18	0.00	0.00	208,117.04
915	Unclaimed Property Agency Fund	361,813.75	331,643.03	905.69	3,073.58	(440.84)	(32,779.45)	332,107.88
931	Highway Agency Fund	2,541,505.41	2,623,119.01	162,342.37	491,833.36	(118,410.87)	(366,288.26)	2,667,050.51
932	Valley Hi Class Fund	98,132.89	97,072.55	523.86	2,379.22	(618.82)	(3,534.52)	96,977.59
935	Illinois Housing Surcharge Fund	48,623.41	47,093.41	42,264.00	144,324.00	(47,160.00)	(150,750.00)	42,197.41
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)	(356,146.89)	1,234,123.52	4,396,820.69	(1,228,313.93)	(4,385,426.59)	(350,337.30)
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	13,947.65	38.52	4,207.23	0.00	0.00	13,986.17
941	Dept of Treas Forefeit	106,159.46	102,708.78	283.64	933.42	0.00	(4,100.46)	102,992.42
942	Money Laundering Forfeiture	115,025.05	114,962.53	1,554.11	2,316.59	0.00	(825.00)	116,516.64
943	Article 36 Foreiture	3,866.49	4,199.08	11.42	1,169.01	0.00	(825.00)	4,210.50
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	**$255,467,232.15**	**$ 240,926,521.66**	**$ 58,881,097.56**	**$ 217,041,167.13**	**$ (63,809,655.34)**	**$ (236,510,435.40)**	**$ 235,997,963.88**

ANNUAL REPORT

McHenry County Sales Tax Dollars at Work

McHenry County Mental Health Board

Mission

To lead and contract for quality health (mental health and substance use disorder) and intellectual/developmental disability prevention and treatment services for all people of McHenry County, Illinois.

Vision

McHenry County residents experience optimal mental wellness through access to an integrated system of behavioral healthcare and intellectual/developmental disability services of excellent quality representing a recovery and resiliency focused, consumer driven, and inclusive community-based continuum of care.

Values

- We lead the way in transforming lives and systems through partnership and planning.
- We empower individuals and families toward mental wellness and resiliency.
- We are accountable for quality, cost-effective services.
- We value diversity in services, staff, and community.
- We provide education in order to aid recovery and prevention.
- We provide equity and accessibility to services regardless of one's ability to pay.

McHenry County Fiscal Year

2025

December 1, 2024 - November 30, 2025

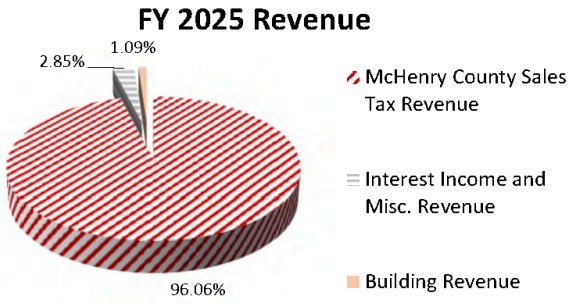
EMPOWERING MINDS TRANSFORMING LIVES

FY25 FINANCIAL SUMMARY

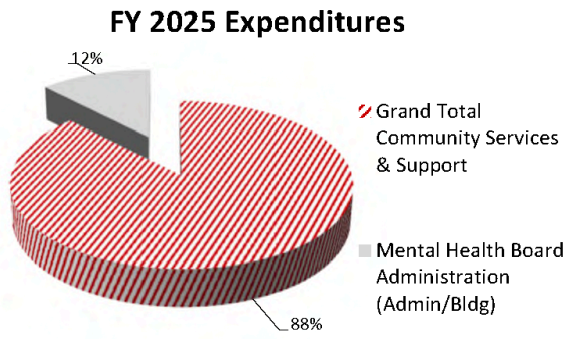
The Mental Health Board policy, in accordance with the Community Mental Health Act, ILCS Chapter 405, Act 20, Section 0.1, et. seq. stipulates that funds allocated by the McHenry County Mental Health Board may be used to contract for mental health, substance abuse, and developmental disability services.

Sales Tax Funds (Fund 211)

Expenditures - Community Services and Supports (1)	
22nd Judicial Circuit of McHenry County	298,099
Alexian Brothers Behavioral Health	298,045
Association for Individual Development	294,953
Aunt Martha's Health & Wellness	400,000
Best Communities (Peer Support Training Hub)	45,170
Child Advocacy Center	135,000
Clearbrook	469,356
Consumer Credit Counseling	35,000
Crystal Lake Teen Center - The Break	118,927
Family Health Partnership	127,300
Greater Family Health	490,186
Home of the Sparrow	343,020
Horizons Behavioral Health	290,000
Independence Health & Therapy	380,812
McHenry County Sheriff's Office	300,000
McHelp App Support (LEAD)	20,150
NAMI - McHenry County	395,000
Network Grant Writer (Jon Thomas Consulting)	50,000
Network Promotion and Marketing	21,925
Network Training	22,695
New Directions Addiction Recovery Services	779,750
NIMC Northwestern Medicine	338,000
Northern Illinois Special Recreation Association	46,378
Northern Illinois Recovery	285,054
Northwest CASA	141,829
Options and Advocacy	498,000
Other Program Contractual	6,904
Pioneer Center	957,777
Rosecrance	705,148
Thresholds	576,100
Transitional Living Services	212,762
Transportation Funds (Kaizen)	47,831
Trauma Informed Care Program (Gary Rukin)	35,000
Turning Point	688,255
Warp Corps	446,638
Youth & Family Services of McHenry County	285,000
Grand Total Community Services & Support	**$ 10,586,064**



McHenry County Sales Tax Revenue	11,156,562
Interest Income and Misc. Revenue	331,476
Building Revenue	126,328
TOTAL REVENUE	**$ 11,614,367**



Mental Health Board Administration (Admin/Bldg)

Building Occupancy Expense	179,145
Administrative Salaries and Benefits	956,051
General Administration	337,886
Total Mental Health Board Administration	$ 1,473,082
TOTAL EXPENDITURES	**$ 12,059,146**
REVENUE OVER/(UNDER) EXPENDITURES	$ (444,779)
FUND BALANCE - Beginning of the year	$ 10,846,481
FUND BALANCE - End of the Year	$ 10,401,701

Footnotes:

1) McHenry County audits for 2025 will not be finalized until at least the end of May 2026. As a result, at the time of printing, this financial summary is based on unaudited data.

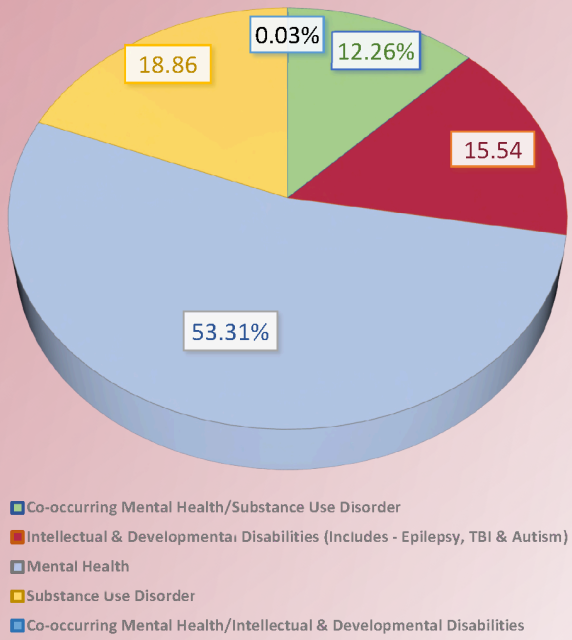
Opioid Settlement Funds (Fund 220)

Revenue - Opioid Settlement Funds		
Opioid Settlement Funds		502,124
Interest Income		44,320
Total Revenue	$	546,444
Expenditures - Opioid Settlement Funds		
Live 4 Lali		459,040
Mathers Recovery		33,333
Northern Illinois Recovery		50,000
Total Expenses	$	542,373
REVENUE OVER/(UNDER) EXPENDITURES	$	4,070
FUND BALANCE - Beginning of the year	$	1,063,067
FUND BALANCE - End of the Year	$	1,067,137

FY25 STRATEGIC PLAN
ACCOMPLISHMENTS

- Introduced and implemented a "No Wrong Door" philosophy among network providers to ensure warm hand-offs and referrals
- Enhanced access and support to McHenry County Mental Health Board Network agency programs and awareness campaigns by revamping the Hotsheet and distribution lists, increasing the digital footprint
- Continued to incorporate and build Trauma-Informed Care knowledge among network providers by providing training and ongoing resources
- Implemented and evaluated the "Handle with Care" pilot to connect local law enforcement with school-based providers
- Streamlined funding allocation process and procedures
- The McHenry County Mental Health Board Trauma-Informed Coordinator broadened program outreach by offering trauma-informed training to several out-of-network agencies
- 20% fewer McHenry County Mental Health Board Network agencies reported carrying a waitlist in FY25 compared to FY24
- Attendance at McHenry County Mental Health Board hosted trainings increased by 19%, indicating improved engagement and participation in workforce development activities
- Implemented performance measures as recommended by the Quality Management Team to improve outcomes and foster a culture of improvement
- Streamlined provider reporting requirements
- Analyzed and updated the marketing plan to maximize the impact of allocated marketing budget
- Increased McHenry County Mental Health Board driven trainings and CEUs earned by providers by 5%
- Expanded QPR (Question. Persuade. Refer.) trainings beyond the network to include County based employees
- Created and implemented a process for continual updating of the Mental Health Board Service Directory
- Increased access to the McHenry County Mental Health Board-contracted grant writer for the Network, leading to greater utilization of grant writing support among McHenry County Mental Health Board-funded agencies
- Strengthening partnership with the County by working together on data sharing initiatives and workforce development efforts
- Distributed $10,912,702 to over 30 local agencies, serving McHenry County residents

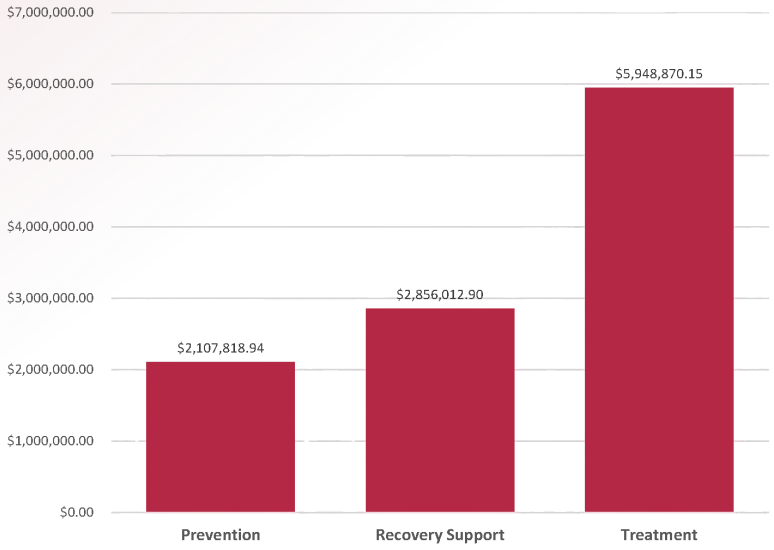
FY25 FUNDING BY NEED



Sum of FY25 Funding by Need	
Mental Health	$5,817,582.64
Substance Use Disorder	$2,057,977.08
Intellectual & Developmental Disabilities (Includes - Epilepsy, TBI & Autism)	$1,695,672.16
Co-occurring Mental Health/Substance Use Disorder	$1,338,263.72
Co-occurring Mental Health/Intellectual & Developmental Disabilities	$3,206.39
Grand Total	**$10,912,701.99**

Sum of FY25 Funding by Service Type	
Prevention	$2,107,818.94
Recovery Support	$2,856,012.90
Treatment	$5,948,870.15
Grand Total	**$10,912,701.99**

FUNDING BY SERVICE TYPE



FISCAL YEAR 2024-2026 Three Year Plan

Strategic Initiative #1: Enhance Access to Quality Care for Behavioral Health & Intellectual/Developmental Disability Services

Strategic Initiative #2: Enhance Continuum of Care for Behavioral Health & Intellectual/Developmental Disability Services

Strategic Initiative #3: Increase Awareness & Visibility of Community Resources

Strategic Initiative #4: Provide Visionary Leadership, Empowerment, and Advocacy to Behavioral Health & Intellectual/Developmental Disability Stakeholders

VISIT OUR WEBSITE TO VIEW FULL PLAN

ABOUT MCHENRY COUNTY MENTAL HEALTH BOARD

The McHenry County Mental Health Board is a special unit of government under the Community Mental Health Act 405 ILCS 20. As a result of Illinois House Bill 708, in 1967 voters in McHenry County established a community Mental Health Board and chose to levy an annual tax for the purpose of providing community facilities and services for those with mental illness, intellectual/developmental disabilities, and substance use disorders.

Following this referendum, the county government appointed a board of representatives to administer the mental health fund and carry out the duties of the Community Mental Health Act. The McHenry County Mental Health Board quickly held its first meeting and began to develop operating procedures and to fund agencies.

As part of a governing body, Board members must provide leadership and determine what is in the best interest of county residents. The Board is mandated to assure that those in need of mental health, intellectual/developmental disability, or substance use services will have those services available to them. They continuously engage in policy development focused on their governance of all access, quality, and cost concerns.

In March 2024, a voter referendum moved the McHenry County Mental Health Board from property taxes to sales tax (e.g. Special Retail Tax in 55 ILCS 5 of Counties Code). 55 ILCS 5/5-1006.5 is the enabling legislation for sales tax and gives authority to a mental health board and connects the function of said mental health board to Community Mental Health Act.

The Illinois Community Mental Health Act mandates Community Mental Health Boards in the state to:

- Review and evaluate community mental health services and facilities.
- Plan for programs of community mental health services and facilities.
- Consult with others regarding the most efficient delivery of services.
- Appropriate funds to maintain mental health services and facilities.

FY25 Board of Directors

Connee Meschini, President
(Term: through 12/31/25)

Ray Lapinas, Vice President
(Term: through 12/31/25)

Lindsay Keisman, Treasurer
(Term: through 10/31/25)

Carolyn Schofield, Asst.Treasurer
(Term: through 12/31/28)

Amy Rath, Secretary
(Term: through 12/31/26)

Adam Carson, Member
(Term: through 12/31/29)

Linda Hoch, Member
(Term: through 12/31/29)

Christina Bruhn, Member
(Term: through 12/31/26)

John Reinert, Cty Board Liaison
(Term: through 12/1/26)

Bridget Geenen, Executive Director

INDUSTRY AFFILIATIONS

Association of Community Mental Health Authorities of Illinois
Community Behavioral Health Association of Illinois
Government Finance Officers Association
Health Care Compliance Association
Illinois Association of Rehabilitation Facilities
Institute of Management Accountants
National Council for Mental Wellbeing

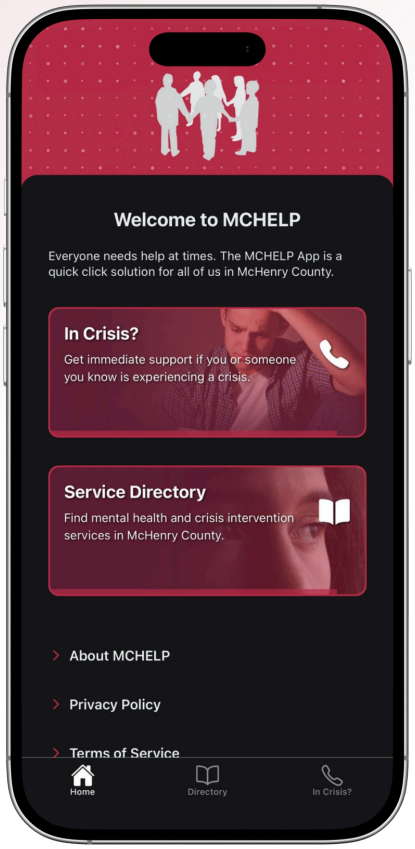
MCHELP APP: Help is just a tap away.

A free anonymous app that allows you to confidentially text or talk to a licensed mental health counselor. Learn more by scanning the QR Code or visit McHenry County Mental Health Board on the web: www.MC708.org.

Call or text your concerns to MCHELP on any subject 24/7, 365 days a year.

DOWNLOAD TODAY!

SCAN ME!



MCHENRY COUNTY MENTAL HEALTH BOARD

620 Dakota Street
Crystal Lake, IL 60012

815.455.2828 phone
815.455.2925 fax

www.mc708.org

988 SUICIDE & CRISIS LIFELINE Illinois

EMPOWERING MINDS TRANSFORMING LIVES

R E S O L U T I O N

Resolution Authorizing Entering into a Contract with The Exemption Project, Inc. (D.B.A. True Roll™) for the Purchase of Deed Transfer Software for the Assessments Department (5)

WHEREAS, the McHenry County Assessor's Office is responsible for the processing of all deed transfers into the property tax database, and the McHenry County Board has incorporated electronic processing and the reduction/elimination of paper usage pursuant to the McHenry County Strategic Plan; and

WHEREAS, the County Board previously approved a similar contract for the 2025 budget from a different company that provided the service but fell short of expectations after several months of use; and

WHEREAS, the Deed Transfer Software from True Roll™ will further improve the efficiency of the County Assessor's Office; and

WHEREAS, a Deed Transfer Software was included in the FY2026 budget under financial dimension 432150-90-9000-100; and

WHEREAS, the Finance and Audit Committee has reviewed the said request;

NOW, THEREFORE, BE IT RESOLVED by the County Board of McHenry County, Illinois, that it hereby authorizes the Chairman of the Board to enter into the necessary contract with True Roll™ for the purchase and implementation of an upgraded Deed Transfer Software for the County; and

BE IT FURTHER RESOLVED by the County Board of McHenry County, Illinois, that it hereby authorizes the McHenry County Assessments Office to enter into a three-year contract in an amount not to exceed $168,900, or $56,300 annually, with optional annual renewals after the initial three-year term, to include up to a 5% increase; and

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

RESOLUTION

SUBJECT: Resolution Authorizing Entering into a Contract with The Exemption Project, Inc. (D.B.A. True Roll™) for the Purchase of Deed Transfer Software for the Assessments Department (5)

Board / Committee Action Requested:
To approve a resolution to enter into a contract with The Exemption Project, Inc. (D.B.A. True Roll) for the purchase of deed transfer software for the Assessments Department.

Background and Discussion:

Impact on Human Resources:

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

- Where is the money coming from? It was budgeted for a different vendor.
  - Was it budgeted? Yes, see above.
  - Is it from a grant? Is there a match? N/A
  - Is the money coming from the fund reserve? N/A
- Will it be an ongoing expense? If so, do we know where the money will come from in the future? Yes, this is a three-year contract, with annual renewals after those three (3) years at 5% max increases, that must be approved by the County Board.
- Why was this not addressed during the budget development process? It was, but the prior vendor fell short of expectations, and a new vendor was able to match the cost and with improved quality.
- Can this wait until the next budget is developed? No, because this has already been approved, we just need to enter into this agreement with a new vendor.

Position Reclassification or Regrade, please address the following:

- Was HR consulted on the reclassification or regrade? If so, what was their recommendation? N/A
- What is the total cost increase, including salary, IMRF, FICA, and other applicable allowances? N/A
- Can the department's budget absorb this cost, or will additional funding be required? N/A
- When will the new pay rate be effective? N/A
- How does this change support the department’s operational needs? N/A

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 an Amendment to the Community Development Senior Service Grant 2026 Agreements and New Award to the Woodstock Food Pantry (10)

WHEREAS, the County Board approved contracts with non-profit organizations and projects under Resolution number R-202510-10-208 effective December 1, 2025; and

WHEREAS, the Planning and Development department and County Treasurer Donna M. Kurtz successfully gained additional funds through investments; and

WHEREAS, during the March 11, 2026, meeting, the Senior Service Grant Commission made a recommendation to provide additional funding to the projects listed below; and

WHEREAS, on March 11, 2026, the Senior Service Grant Commission made a recommendation to fund The Woodstock Food pantry in the amount of $29,412.80.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby authorizes the County Board Chairman to enter into amendments with the contract agreements approved on the Resolution number R-202510-10-208 to add the amounts listed below and to enter into a new contract with the Woodstock Food Pantry.

PROJECTS:

- **Independence Health & Therapy –** *Adult Day Health* **-** $300,000.00 to receive an additional $19,000.00.
- **Independence Health & Therapy –** *Memory Care* - $335,000.00 to receive an additional $16,195.00.
- **Home of The Sparrow –** *Supportive Services for Seniors Facing Homelessness & Housing Insecurity* **-** $45,000.00 to receive an additional $ 10,000.00.
- **Pioneer Center for Human Services –** *Senior Residential Program –*$150,000.00 to receive an additional $12,211.00.
- **Pioneer Center for Human Services –** *SOAR - $105,000.00 to receive an additional $12,006.80.*
- **Harvard Community Senior Center –** *Core Services* - $30,000.00 to receive an additional $40,000.00.
- **Woodstock Food Pantry-***Increased Food Pantry Services to Seniors received $0.00 to receive $29,412.80.*

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 21ST day of April, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

PlanDev-2026-010

ATTEST:

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Joseph J. Tirio, County Clerk

McHenry County Board
County Board Room
Woodstock, IL 60098

Meeting: April 21, 2026
Department: Planning and Development
Prepared By: Maria G. Avila

RESOLUTION

SUBJECT: Authorizing an Amendment to the Community Development Senior Service Grant 2026 Agreements and New Award to the Woodstock Food Pantry

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Board / Committee Action Requested:
Approve an Amendment to the Resolutions to increase funding for the listed agencies and new contract with Woodstock Food Pantry

Background and Discussion:
The Senior Service Commission has successfully gained additional funding through investment strategies used by our County Treasurer.

Impact on Human Resources: None

Impact on Budget (Revenue; Expenses, Fringe Benefits):
These funds are from investments not tax dollars.

Position Reclassification or Regrade, please address the following: None

Impact on Capital Expenditures: None

Impact on Physical Space: None

Impact on Other County Departments or Outside Agencies:
Provide additional funding for services and new funding for the Woodstock Food Pantry.

Conformity to Board Ordinances, Policies and Strategic Plan:
Conforms to all Board ordinances policies and the Strategic Plan.

R E S O L U T I O N

Resolution Authorizing Monthly Transactions for the Delinquent Tax Program (17)

WHEREAS, the County of McHenry had undertaken a program to collect delinquent taxes and to perfect titles to real property in cases where the taxes on same have not been paid pursuant to 35 ILCS 200/21-90; and

WHEREAS, pursuant to said program, the County of McHenry has acquired an interest in the real estate described in the attached information; and

WHEREAS, according to your Finance and Audit Committee, it would be in the best interest of the County to dispose of its interest in said property; and

WHEREAS, the parties in the attached information have offered the amounts shown and the distribution of these amounts have been determined as stated; and

WHEREAS, the Finance and Audit Committee recommends the adoption of this Resolution.

NOW, THEREFORE BE IT RESOLVED, by the County Board of McHenry County, Illinois, that the Chairman is hereby authorized to either execute a deed of conveyance of the County's interest or authorize a cancellation of the appropriate certificates of purchase, whatever the case may be, relative to the real estate described below, and in the attached information for the amounts shown, to be disbursed according to law (said information sheets attached hereto and made part hereof); and

PIN	Resolution
20-20-401-001	Cert# 2021-01270
	Surrender

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the County Administrator, the Treasurer, the State's Attorney, the County Clerk, and the McHenry County Delinquent Tax Agent**.**

DATED at Woodstock, Illinois, this 21st day of April, A.D., 2026.

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Michael Buehler, Chairman
McHenry County Board

ATTEST:

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Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Authorizing Monthly Transactions for the Delinquent Tax Program (17)

Board / Committee Action Requested:
To approve the monthly transactions for the delinquent tax program.

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
03-26-001	2021-01270	SUR	GARRICK R DURAY & MARYL A DURAY	20-20-401-001	21,844.33	140.41	0.00	0.00	4,993.37	128.00	16,582.55
				Totals	**$21,844.33**	**$140.41**	**$0.00**	**$0.00**	**$4,993.37**	**$128.00**	**$16,582.55**

Clerk Fees	**$140.41**
Recorder/Sec of State Fees	**$0.00**
Total to County	**$16,722.96**

Committee Members

R E S O L U T I O N

Resolution Authorizing the Approval of a Formal Budget Policy for Fiscal Year 2026/2027 (18)

WHEREAS, according to County Board Rules, the Finance and Audit Committee is required to set forth policy guidelines for setting the annual budget; and

WHEREAS, it is the position of this County Board that a formal process for the compilation, presentation, approval and execution of the annual budget is necessary and proper; and

WHEREAS, said process should include development of budget policy guidelines for the preparation of departmental input to the annual budget; and

WHEREAS, continuing concern regarding general economic conditions, the reality imposed by the Property Tax Extension Limitation Law and a County Board goal to maintain five-month unrestricted fund reserves dictates that special consideration be given to the compilation of said guidelines for the 2026/2027 budget year; and

WHEREAS, the County Board Chairman, the Finance and Audit Committee and the County Administrator recommend that the attached budget policy guidelines hereinafter set forth, be utilized for the compilation, presentation, approval, and execution of the FY2025/2026 McHenry County budget.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that the budget policy guidelines, hereinafter set forth, be and are hereby adopted for the compilation, presentation, approval and execution of the FY 2026/2027 McHenry County budget; and

BE IT FURTHER RESOLVED, that any exception to the budget policy and guidelines shall require approval by the County Board; and

BE IT FURTHER RESOLVED, that the policies hereinafter set forth, represent an earnest attempt by all departments and this County Board to develop a budget that is drawn with cognizance of current economic conditions and future economic trends; compliance with the letter and spirit of the Illinois Tax Extension Limitation Law; and prudent financial management practices in both the long term and short term; and

BE IT FURTHER RESOLVED, that the attached detailed policy and guidelines will provide guidance to elected officials and appointed department heads in the preparation of the FY2026/2027 budget; and

BE IT FURTHER RESOLVED, that the County Clerk is authorized to distribute a copy of this resolution to all Elected Officials, Appointed Department Heads, the County Chief Financial Officer, and the County Administrator.

DATED at Woodstock, Illinois, this 21st day of April, A.D., 2026.

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Michael Buehler, Chairman
McHenry County Board

ATTEST:

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Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Authorizing the Approval of a Formal Budget Policy for Fiscal Year 2026/2027 (18)

Board / Committee Action Requested:
To approve a resolution authorizing the approval of a formal budget policy for FY26/27



FY2027 Draft BUDGET POLICY

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FY2027 BOARD APPROVED BUDGET POLICY

1. General Policy Statement

McHenry County Government operates on policies designed to protect the County's assets and taxpayers' interests, provide guidance to employees, and serve the public efficiently. It is the intent that the policy statements be used to avoid conflicting goals or activities, which may have a negative impact on the overall financial position of the County. The County's system of internal accounting controls is designed to provide reasonable assurance that the financial records are reliable for preparing financial statements and maintaining accountability for assets and obligations.

The County's budget process is governed by Illinois Compiled Statutes (55 ILCS 5/6) and McHenry County Board Policies. In addressing concerns for maintaining financial strength while protecting the interest of the taxpayer, the County Board is implementing the following directives for the development of the annual budget:

a. **Financial Strength** – The County Board is committed to maintaining its current solid financial strength by continuing to implement sound financial business practices to ensure the services needed and required for public health, safety, transportation and the development of a thriving workforce and local economy.

b. **Status Quo Budget Submittal** – Department Budgets shall be submitted in accordance with existing levels of services provided unless funding is identified and available through other revenue sources or a departmental reorganization. There is no guarantee of continued funding levels, and in some instances, Departments and /or Agencies may receive less than the current year's appropriation. Department Heads are strongly encouraged to analyze all services and programs administered by the department for the costs of said services/programs, citizen demand for the services or programs, and if the services and programs are mandated by Federal or State law, or through County Board Ordinances.

c. **Federal and State Funded Programs** – In the event of loss of Federal or State funding and/or reimbursement for specific services, it is understood that Departments will be expected to either reduce funded services or identify other reductions/revenue increases to offset the losses. Exceptions will be addressed on a case by case basis.

d. **User Fees and Charges** – All user fees and charges should be reviewed by County Administration, Elected Officials and Appointed Department Heads on an annual basis to ensure the fee collected is covering the cost of service provided (subject to State Statutes).

e. **Revenue Estimations** – The County will project annual revenues on a conservative analytical basis to protect it from short-run fluctuations in any one revenue source. In instances where the County is providing non-mandated services and the revenue stream(s) is/are not covering the costs of said services, direction will be requested by County Administration from the full County Board on whether said service should be allowed to continue and supplemented with County funds.

f. **Consumer Price Index** – The County of McHenry is mandated to follow the Illinois Property Tax Extension Limitation Law (PTELL) by the State of Illinois. PTELL allows governing bodies the ability to cover the costs of inflationary increases incurred in their day-to-day operations by increasing their previous year's extension by the CPI or 5%, whichever is smallest.

g. **Scenarios** - The County Board has directed County Administration to develop Budget Scenarios.

    i. Scenario 1 – Budget with both CPI of 2.7% + New Growth: under Scenario 1, the budget shall be developed with the assumption that the prior year levy will be increased by CPI of 2.7% and the new growth calculation. County Administration shall detail how the additional funds will be appropriated in the budget.

ii. Scenario 2 – Budget with both CPI at 50% of the full amount + New Growth: under Scenario 2, the budget shall be developed with the assumption that the prior year levy will be increased by both the New Growth and CPI of 1.35%. County Administration shall detail how the additional funds will be appropriated in the budget.

iii. Scenario 3 – Budget with New Growth only: under scenario 3, the budget shall be developed with the assumption that the prior year levy will be increased by new growth only. County Administration shall detail how the additional funds will be appropriated in the budget.

County Administration shall detail expenditures that will not be appropriated for if the Board decides to approve a budget without increase proposed under each scenario.

h. **Fund Reserves** –The County Board will strive to maintain a 150-day (5 month) unrestricted fund balance in most funds to maintain and protect the operating service levels supported by the funds; the County's Fund Balance Policy shall set guidelines on a per-fund level.

i. **Vacant Positions –** On October 1, 2002, the County Board approved Resolution R-200210-12-196 authorizing a county-wide budget policy on vacant positions which has been incorporated into the County's Salary Administration Policy. Resolution R-200210-12-196 can be viewed under County Board Records on the County Clerk's web page at https://www.mchenrycountyil.gov/county-government/departments-a-i/county-clerk/county-board-records

j. **Alternative Service Delivery & Outsourcing** – Many forms of government are looking at new methodologies in providing needed services while controlling costs. The County Board is requesting all Department Heads and Elected Officials to review the cost of service delivery within their departments and to consider other cost-saving options. Below is a brief narrative of methods being considered:

i. Outsourcing – the organization utilizes an outside contractor to provide the service. Costs still exist for the organization, but if done correctly should be lower than providing the service with in-house employees.

ii. Privatization – the organization sells or leases the operation's assets and walks away from the service responsibility. Eliminates all future cost to the organization.

iii. Private/Public Partnership – joint venture where the local unit of government still carries part of the cost, with plans of the private partner taking 100% control at a future date. There is a high level of risk involved in regards to financial stability of private partner. The local unit of government could end up with the total financial burden.

iv. Managed Competition – in house employees restructure, innovate, and compete against contractors to provide services under contract. Pros: promotes employee participation, can reduce costs, assists with labor contract negotiations, and addresses sense of employee entitlement. Cons: cannot force on Statutory Offices, requires additional time in tracking outcomes, loss over control of services provided by outside contractor.

k. **Wage Adjustments** – Every effort will be made to establish the non-union employee wage increase rate at the beginning of the budget cycle. It is the desire of the County Board to maintain a level of equity between union and non-union employees. The Finance & Audit Committee shall establish and recommend to the County Board an equitable performance pay adjustment for non-union employees by the respective Committee\Board's July meetings.

l. **Outside Agency Funding** – The County Board realizes the need to support outside agencies with funding from the County's budget to accomplish goals that directly affect the

quality of life in McHenry County. Each requesting agency will meet with and present to the County Administrator their achievements with the prior year funding, how they improved quality of life, and what are the financial implications to their organization if county funding is reduced or eliminated. A presentation to the Finance and Audit Committee will also be required before budget approval. The County Board does not guarantee any funding levels unless a contractual agreement with said agency has been approved by the County Board.

m. **Priorities** – Direction is hereby given to the County Administrator to create the annual budget with the following priorities:

i. **First** - All mandated services must be budgeted
ii. **Second** - All operating necessities (Utilities, IMRF, Health Insurance, Union Contracts, the Correctional Facility, etc.)
iii. **Third** – Non-Union Employee Compensation
iv. **Fourth** – General operating costs to provide services
v. **Fifth** – Capital Needs of the Organization
vi. **Sixth** – Recommended Supplemental Requests
vii. **Seventh** – Outside Agency Funding / Local Match to Grants

The pages that follow provide further definitions and guidelines for the development of the annual budget, and should be considered as directives from the County Board.

n. **Accounting/Auditing**

State statutes require an annual audit by independent certified public accountants **(55 ILCS 5/6-31003)**. An Annual Comprehensive Financial Report (ACFR) shall be prepared according to the criteria set by the Government Finance Officers Association (GFOA). The County follows Generally Accepted Accounting Principles (GAAP) as set forth by the Governmental Accounting Standards Board (GASB). GASB standards\pronouncements are implemented in the corresponding year as directed per GASB in partnership with outside Auditors and the overall direction of the County Administrator.

o. **Appropriation**

All operating funds are appropriated in the "Official Budget". Appropriations will be considered the maximum authorization to incur obligations and not a mandate to spend.

p. **Budget Amendment**

All requests for budget amendments must start with a completed Budget Adjustment Form (accessed on the County intranet site) submitted to the County Administrator and the Chief Financial Officer, who upon review will work with the requesting department head in preparing a resolution (if required) in the County Board approved format **(R-9909-12-234)** for committee and board presentation.

Budgets may be amended as follows:

- The County Administrator or Chief Financial Officer may authorize transfers between budget categories 40 and 50, and 60 (contractual, and commodities, and capital outlay) within a department budget as long as they do not exceed the total combined appropriation for these categories within the same fund (*Budget Adjustment Form required).*

- Elected officials may authorize transfers between budget categories 40, and 50 (contractual, and commodities) in their departmental budget, as long as they do not exceed the total combined appropriation for these categories within the same fund, by completing the Budget Adjustment Form and forwarding it to the County Administrator.

- All transfers (out of or into budget category 30, or between funds) and emergency appropriations after budget adoption require a 2/3rd majority vote of all the members constituting the County Board **(55 ILCS 5/6-1003).**

- All budget amendments for the Mental Health Board (MHB Fund 211), shall be updated in the County's financial system only after approval by the Mental Health Board. A resolution documenting that amendment will be presented to the McHenry County Board no later than one month after approval by the MHB.

q. **Balanced Budget**

By County Board policy, the budget must balance expenditures against available revenues and/or unrestricted fund reserves relative to all funds **(R-200006-12-134)**. As stated earlier under the Fund Reserves Section, the County is to strive to maintain a 5-month undesignated/unrestricted fund reserve in most funds to maintain and protect the operating service levels provided to the citizens of the County**.**

r. **Budget Control**

The County's Budget is controlled by Budget Category, Department, and Fund. At any point following the adoption of the annual budget, a 2/3 vote of all members constituting the County Board is required by State Statute to amend the appropriated budget. The County has established two types of Resolutions that are required when adjustments are being requested: 1) Emergency Appropriation– used when the adjustment increases/decreases the total dollar amount of the budget and 2) Budget Line Item Transfer used to transfer budget in and out of categories that are not authorized with a budget adjustment form and transfers between departments of the same fund or between funds.

2. Budget Presentation

When a department head/elected official has completed the required budget forms and data entry, a meeting will be scheduled with the County Administrator and Chief Financial Officer to review and ensure budget policy compliance. Concerns and/or issues should be addressed by the department head/elected official at this time. Upon review by County Administration the budget will be scheduled for presentation to the proper liaison committee. Each liaison committee meeting packet will contain copies of the department's budget, an inventory of services (mandated and Board requested) and supplemental requests before the scheduled committee meeting for review. The discussion of each department's non-mandated services and the Board's desire to continue with these services should be done at the committee level. In an effort to present a balanced budget, levy cut discussions in September should also include any cuts to expenses that have been discussed at the committee level.

No action will be taken on the supplemental requests by the committee (please see the Supplemental Request Section for further information). Once all committees have reviewed their respective reporting departments' budgets, and the recommended supplemental requests have been approved, the budget is moved to the whole board to be placed on public display for a minimum of fifteen (15) days before final approval.

The Budget Policies of the County of McHenry conform to budgeting standards as set out by US GAAP, as applicable to governmental units and Illinois State Statutes. The reporting entity consists of the primary government, as well as component units, which are legally separate organizations for which elected officials of the primary government are financially accountable. The primary government covers operating departments, quasi organizations in which the State and the County have legal budgetary responsibilities, elected officials, commissions, appointed and elected Boards. The Primary Government follows fund accounting which organizes all of the above entities into funds (as defined in the Fund Structure section). Concerning budget presentation responsibilities, the following presentation requirements are hereto included:

Fund Type	**Reporting Entity**	**Budget Presentation**
Governmental Funds		
General Fund	Primary Government	Liaison Committee or Finance & Audit Committee>County Board

Special Revenue Funds	Primary Government	Liaison Committee or Finance & Audit Committee>County Board
Debt Service Funds	Primary Government	Finance & Audit Committee>County Board
Capital Projects Funds	Primary Government	Liaison Committee or Finance & Audit Committee>County Board
Permanent Funds	Primary Government	Finance & Audit Committee>County Board
Proprietary Funds		
Enterprise Funds	Primary Government	Liaison Committee or Finance & Audit Committee>County Board
Internal Service Funds	Primary Government	Liaison Committee or Finance & Audit Committee>County Board
Fiduciary Funds		
Private Purpose Trust Funds	Primary Government	Finance & Audit Committee>County Board
Pension & OPEB Trust Funds	Primary Government	Finance & Audit Committee>County Board
Investment Trust Funds	Primary Government	Finance & Audit Committee>County Board
Agency Funds	Primary Government	Finance & Audit Committee>County Board
Component Units		
Discretely Presented	Primary Government	County Board
Blended Component Unit	Component Unit	Finance & Audit Committee>County Board

Additional details on voting rights by the County Board, Financial Accountability by the County Board and Budget Discussion is included in table Exhibit A.

Allocated Costs – Proprietary and Enterprise Funds

Central costs for services/obligations/infrastructure may be charged out to Proprietary - Enterprise Funds based on varying criteria. Allocated costs include internal services or overhead costs, such as insurance, facility maintenance, central information technology, and other. County Administration shall work with Department Heads and\or those in charge of the Proprietary – Enterprise Funds to develop methodology on charging centralized services to those funds.

Allocated Costs – Grants

The County has elected the de minimis rate (15%) of modified total direct costs to any Federal Pass-through and State of Illinois award.

Direct allocation of grant resources will be determined by the department awarded the grant based on the need that the grant is addressing.

3. Capital Budget

a. **Capital Budget - Short Term**

During the budget process, funds are set aside to cover the costs for such items as new vehicles, computer technology, equipment, and furniture and fixtures. These capital items are funded in the Non-Departmental budget at the same level each budget year. Short Term Capital requests above the maintenance budget compete with all other supplemental requests submitted during the budget process.

The County Board acknowledges the importance of developing a predictable replacement schedule for the equipment used in maintaining the County's transportation infrastructure. To ensure the public's safety on County roadways, County Administration is hereby directed to include each year $1,500,000 in the Division of Transportation's annual budget for the replacement of snowplows and other equipment deemed necessary by the County Engineer. The Transportation and Finance and Audit Committees will have final approval of said budget after a presentation by the County Engineer describing how the funds will be expended. In the event the Division of Transportations funds are depleted to an amount that will jeopardize the daily operations of McDOT, the $1,500,000 replacement budget will be revisited with County Administration and the County Board.

b. **Capital Budget – Long Term**

The philosophy of the County's Capital Improvement Plan (CIP) was changed in fiscal year 2016, removing it from the County's Financial Model to a stand-alone document that is to be reviewed and updated by the McHenry County Board at least on a biennial basis to ensure that it remains a valid roadmap to plan for and complete necessary capital projects. The CIP identifies projects that are expected to exceed $100,000 in expenditure and have a useful life over five years. By this nature, a strategic approach to their scheduling, coordination, and financing is required to responsibly address those needs without adversely impacting operational budgets. Capital projects do not compete for operating dollars during the current budget process but are funded through the reserves of the fund or outside financing at the discretion of the County Board. When considering the current fiscal year operating budget, the Board shall strive to maintain a level of reserves that can fund the identified projects in the CIP for that year.

During the FY2021 Budget Process a Capital Projects Fund was set up to budget, track, and account for long-term capital projects. This fund is identified as Fund 400 – Capital Projects Fund in the Budget and the annual audited financial statements.

c. **Building Costs**

The Facilities Management Department is responsible for the budgeting of all costs relating to operating and maintaining the buildings and required equipment (HVAC, Boilers, Pumps, etc.) of the County. It is the individual department's responsibility to budget for maintenance on any specialized equipment used by the department to provide services to the general public. This type of equipment could include Technology Equipment, Furniture, and Fixtures, etc. It is the individual department's responsibility to also budget for any cosmetic changes (new walls, electrical outlets, telephone jacks, etc.) they are requesting within the area assigned to their departments. Note: *The County Board by State Statute is responsible for the assets of the organization and therefore, before any structural change to an asset, County Board approval is required.*

The McHenry County Capital Improvement Plan (CIP) identifies capital projects, facility improvements, asset preservation needs, anticipated equipment needs, modernization upgrades, and system improvements for a multi-year period and identifies options and strategies for funding. The term "Capital Improvement Projects" encompasses projects related to the County's physical assets and facilities along with acquisitions and operational enhancements that require a significant investment or capital outlay.

4. Contingency Fund

A General Fund contingency account with a minimum of $300,000 **(R-200206-12-091)** will be designated for emergency expenditures during the year. Another contingency account with a minimum of $10,000 **(R-200006-12-134)** will be designated to pay for unexpected vacation and compensatory payments as long term employees retire or leave County employment.

5. Contract Management

Elected Official and Department Heads should utilize the expertise in the Procurement and Special Services Department when committing County funds to a contract. All contracts will be submitted to the Procurement and Special Services Department who will do a preliminary review to ensure compliance with the purchasing ordinance, and then at the discretion of the Chief Financial Officer, may forward the contract to the State's Attorney's Office for their legal review. Upon approval the Procurement and Special Services Department will notify the requesting department that the contract is good and that a resolution (if over $30,000) should now be submitted to the Liaison Committee and County Board for approval. Please see the County's revised Purchasing Ordinance (O-202603-16-019) for further clarification on Resolutions required for the $30,000 threshold. Upon approval of the contract or resolution (if required), the Procurement and Special Services Department will obtain all necessary signatures, copy the contract, and forward the contract to the vendor with return mailing instructions stating that the completed contract needs to be returned to the Chief Financial Officer. Once the completed contract is received, the Procurement and Special Services Department will image the contract, submit the original to the County Clerk, and send copies to the requesting Department and the County Auditor.

6. Depreciation

The County does not budget for depreciation expense **(R-200006-12-134)**.

7. EEO-Affirmative Action

The County Board set a policy **(O-200611-09-107)** that all vendors doing greater than $30,000 of business with the County must follow guidelines established for equal employment opportunity and affirmative action. Generally, the vendor must have a written sexual harassment policy that meets state statutes **(775 ILCS 15/3)**, a written EEO policy **(775 ILCS 5/1-102)**, and a workforce profile that demonstrates its EEO practices. The County refuses to conduct business with vendors who do not meet these guidelines.

8. Elected Officials and Appointed Boards

If an elected official or appointed board decides not to follow the policies as set forth by the County Board, it is their responsibility to notify the County Administrator immediately of their intent. The County Board will determine appropriate budget dollars to be allocated to any elected official or appointed board who decides to opt-out of the annual budget process and or wage and grade compensation policy. (R-200506-12-160)

9. Salaries & Compensation

a. Elected Officials' Salaries

The setting of salaries for the new terms of Elected Officials must be completed no less than 180 days prior to the general election and will be done by County Board resolution.

b. Employee Wage & Compensation System

All employee positions within the County organization are assigned a grade/range/and rate of pay by the Human Resource Department **(R-200305-12-113)**. Please refer to the Salary Administration Policy for more detailed instructions on Employee Wages & Compensation System.

Hiring Range	Approvals
Grade Floor	Department Head
Grade Floor to 1st Quartile	Human Resources Director
1st Quartile to Midpoint	County Administrator
Over Midpoint/Market	County Board or in limited circumstances County Administrator, and such hires must be reported to Administrative Services Committee at the next scheduled meeting

The County Board each year will address adjusting the floor and ceiling of each grade and range by the first board meeting in August **(R-200305-12-113)**, considering outside factors such as the inflation rate, market demand, and the general economy.

To maintain a fair and equitable compensation system, budget dollars allocated for salaries will be based on the current rate of pay for the position within the grade and range. Vacant positions will be based on the entry-level of the grade for the position.

The budget is allocated based on position, and not the employee in the position. If budget savings from an unfilled position occurs and is used in any other manner, the unfilled position will cease to exist and will need to be re-established as a new position in the next budget process **(R-200305-12-113)**.

New Positions and reclassification requests submitted during the budget process must be position-specific to be considered for funding. If funding is approved during the budget process and the department wishes to use the funding for positions other than the approved position, a resolution authorizing the change will be required by the County Board before the change taking place.

To eliminate confusion in the calculation of merit dollars for departments, the County Board is issuing a moratorium on all reclassifications and salary adjustments requested outside of the budget process for September, October, November, and December. This change was effective starting in 2006.

10. Encumbrance

An encumbrance system is maintained to account for commitments resulting from purchase orders and contracts. Encumbrances at year-end for unfilled obligations of the current year budget are re-appropriated in the succeeding year based on County Board approval **(55 ILCS 5/6-1005)**. An encumbrance for capital expenditures will continue in force until the purpose for which it is made has been accomplished or abandoned. An appropriation for a capital expenditure is deemed to have been abandoned to the extent that the project is not under contract by the close **of November 30, the last day of the County's fiscal year.** Encumbrances at year-end do not constitute expenditures or liabilities in the financial statements; however, for budgeting purposes, encumbrances are treated as a reserve of budget dollars and fund balance in the year the commitment to purchase is made.

a. **Pre-Encumbrance**

A pre-encumbrance is a requisition to purchase a specific item. Unlike an encumbrance, pre-encumbrances do not re-appropriate the current year budget to the succeeding budget year. Instead, an open pre-encumbrance at year-end will attach itself to the new fiscal year budget dollars.
(NOTE: Item is covered in the Fund Balance Policy)

11. Fiscal Year

The County's fiscal year is December 1st through November 30th. **(Set by County Board per 55 ILCS 5/6-1001)**

12. Internal Control

Internal control procedures shall be documented and reviewed periodically by the County Auditor to provide reasonable assurance regarding (1) the safeguarding of assets against loss from unauthorized use or disposition; and (2) the reliability of financial records for preparing financial statements and maintaining accountability for assets.

13. Investment

The County Treasurer is responsible for the investing of all McHenry County funds **(55 ILCS 5/3-11006)**.

14. Merit Increases

The Finance & Audit Committee shall establish an equitable merit pay plan **(R-200006-12-134)**.
To maintain an equitable merit process, employees hired during the fiscal year may be awarded merit for performance based on the following schedule:

Merit Increases for New Hires

Hire Date	% of Maximum Merit
12/01/XX thru 02/28/XX	100%
03/01/XX thru 05/31/XX	75%
06/01/XX thru 09/30/XX	50%

Or the table movement, whichever is greater

Employees who have notified their department head of their intent to leave the organization within the first two weeks of the new fiscal year will not be eligible for the merit award.

Seasonal Employees who have worked for the County in the prior year may be given an increase based on the percentage used for the table movement.

15. Mileage

Reimbursement of mileage expense to employees, elected officials, and County Board members will be at the Internal Revenue Service established rate in effect on January 1st of the new calendar year **(R-200106-12-117)** and in accordance with the approved County Travel and Business policy. The County Board will review and reconsider the rate during periods of volatile pricing. Department budgets may be adjusted to reflect the fluctuation in the mileage rate.

16. Position Reclassifications

Anticipated position reclassifications and/or new position requests are to be completed during the budget process cycle. Priority will be given to requests presented in the context of a reorganization that enhances customer service and/or reduces the cost of doing business. Please refer to the Salary Administration Policy in appendix A for more detailed instructions on Position Reclassifications.

17. Purchase of Government Surplus

Purchases of government surplus (military vehicles, weapons, etc.) require the approval of the County Board before the purchase if additional costs will be incurred to the County's budget for maintenance, fuel, liability insurance, vehicle insurance, asset tracking, storage, training (on how to use the equipment), or if employee costs are incurred to retrieve such items.

18. Purchasing

All items with an expected value of $30,000 or greater must be competitively bid (O-202603-16-019) with exceptions for professional services or other items as defined in state statutes (30 ILCS 505-6). All departments are authorized to make purchases up to $30,000 (O-202603-16-019) as long as the item was included in the appropriated budget and procedures that are described in the Purchasing Ordinance (O-202603-16-019) are followed. Individual items that equal or exceed $30,000.00 must be brought forward for approval by the Finance and Audit Committee and the County Board even if such items were budgeted for. All general fund capital items will be purchased from the capital budget unless funding is provided through a grant or an outside funding source. Purchases (general supply or capital) to be charged to the prior annual budget must be physically on-site by November 30 to be expensed in the current fiscal year. Items acquired after these cutoff dates will be charged to the subsequent year department's budget, unless the purchase is proven to be of an emergency nature or has received prior approval of the County Administrator **(R-200106-12-117)**.

19. Revenues

Revenues are projected using conservative estimates based on historical information and current levels of collection. Departments should bill appropriate parties for amounts owed to McHenry County, review aging reports, complete follow-up information about the account, and monitor all accounts receivables.

20. Salaries and Fringe Benefits

The Chief Financial Officer is responsible for computing salaries and fringe benefit costs for all departments, applying a turnover reduction percentage factor based upon prior year's turnover experience **(R-200006-12-134)**. All budgeted personnel costs will be reviewed with Department Heads/Elected Officials during their budget meeting to verify the calculations are correct.

In FY27, a report will be presented quarterly to the County Board highlighting departments that are exceeding their personnel budgets. Department Heads/Elected Officials will work with Finance to investigate these budget variances. As appropriate, adjustments in scheduling or staffing should be made to ensure actual personnel expense does not exceed budget.

Department Heads/Elected Officials will be responsible for preparing the resolution to increase their personnel budget if it is exceeded.

21. Service Enhancements

Requests for new or expanded programs are to be separately requested via budget templates as presented in the budget preparation manual, and the department's annual budget folders located on the budget drive. These requests must be accompanied by appropriate back-up documentation **(R-200006-12-134)**.

22. Sick Leave Buyback

Unless specified in a labor contract, sick leave buyback payments will be made within the first quarter of the new fiscal year.

23. Supplemental Requests

Department Heads will discuss their supplemental requests during their meeting with the County Administrator, Chairman of the Board, and Chief Financial Officer. A ranking of importance by the department for each request will be noted and compiled into an overall county listing. The County Administrator with the assistance of the Chief Financial Officer will review all requests and their rankings, and develop recommendations based on overall need, importance, and purpose to the operations of the County in meeting the strategic and financial goals established for the budget. A presentation of the final recommendations will be made to a Committee of the Whole (COW) for review, discussion, and approval. Once consensus has been achieved, the recommendations move on to the Finance and Audit Committee for approval into the new budget. Department Heads and Elected Officials are entitled to address either committee on issues surrounding the recommendations before final approval.

Historically all increases to the prior year budget were considered supplemental requests. In FY2024, to address high inflation, an amount was included in the Non-Departmental budget to cover unknown increases due to inflation. This will continue in FY2027 and will include but not be limited to: fuel, postage, mechanical equipment replacement parts and utilities. This amount will be presented to Finance and Audit Committee for review during the Non-Departmental budget presentation. As departments need budget throughout the year for the specified expenses, budget will be moved to that department so invoices can be paid. No resolution will be required for this transfer, but a summary of the transfers will be provide to Finance and Audit Committee at their monthly meetings.

24. Temporary Positions

The County Board recognizes there are hardships placed upon departments when employees are off due to approved leaves (FMLA, Military, etc.) To assist the departments in this time of need, the County Board has approved a pool of four temporary positions. The definition of temporary is when the employee will be scheduled to be gone more than two weeks, but no more than twelve weeks. If the department needs the position for a longer period of time, a resolution must be completed asking to create a new temporary position within the department. All approved temporary positions will be required to have a sunset clause stating when the position will be eliminated. Temporary positions are allocated through the County Administrator.

25. User Fees

The County charges user fees for items and services which benefit a specific user more than the general public. State statutes or a cost study will determine user fees. Fee studies based on costs are conducted as needed to determine the level of fees needed to equal the total cost of providing the service.

26. Vehicle Replacement

Replacement vehicles for the General Fund departments will be included in the Non-Departmental budget. Before replacement of any County vehicle, an evaluation of intended use and remaining useful life will be completed.

27. Budget Guidelines

The purpose of this section is to explain the scope, format, process, and content of the McHenry County budget. The following information will aid the reader in understanding the budgetary concepts and components upon which this budget is based. The County of McHenry is required by Illinois Compiled Statutes to adopt an Annual Budget and Appropriation Ordinance, for County revenues and expenditures. The County budgets are presented on the modified accrual basis for all governmental fund types and accrual basis for the proprietary funds. This means the General (purpose) Fund and Special (purpose) Funds recognize revenues when they are measurable and available and expenditures when a liability (obligation) is drawn on current financial resources. Proprietary Funds recognize revenues when they are earned and expenses when they are incurred.

a. SCOPE OF THE BUDGET DOCUMENT

The County budget is a financial plan of estimated expenditures and revenues for the coming year. The annual budget provides historical, current, and future comparisons of revenues and expenditures. Separate documents prepared include a Budget, in Brief, a capital project plan, and County Board goals and objectives.

b. BUDGET FORMAT

The budget document is organized into the following sections:

- Transmittal Letter: The County Administrator and Chairman of the Board develop a transmittal letter that summarizes the recommendations to the County Board, the effect these recommendations will have on operations, and the proposed budget.

- Budget Summaries: Departments are assigned to one of the standing County Board Committees, which reviews their budget and conducts other business. The departmental budgets of each Committee are summarized along with financial summary schedules to provide comparisons of historical, current, and future year projection figures. These summaries also include estimated property tax levies, tax rates, and personnel information.

- Departmental Budgets: The core budget includes program descriptions for each department and fund, arranged by department. Each department budget includes an organizational chart and a summary of full time equivalent positions. Accomplishments achieved in the current budget year along with program highlights and goals for the upcoming year are included to summarize specific areas of concentration.

Detailed information for each department includes:

- Each department begins with narrative information about the department and the program(s) they are providing, including function descriptions, an organization chart, a summary of full-time equivalents, and the actual statute of mandated services.

- The current year's accomplishments for the department are presented to summarize specific areas of concentration.

- The highlights and goals for each program in the new budget address the specific activities of the programs.

- The financial information follows, including historical, current, and future year projections.

  Note: The definition of a program is the key service that a department provides.

c. BUDGET DEVELOPMENT PROCESS

The specific recommended steps taken to prepare the Annual Budget are as follows:

County Board approves Current Year's Budget Policy	April
Budget preparation materials are distributed to departments	May – June
Departments submit all required budget documents to Finance	June - August
Review Master Schedule of User Fees & Charges	May – June
Review Financial Policies	May – June
Departments submit revenue and expense budgets	May – June
County Administration reviews all preliminary budgets with Departments	June – August
Finance & Audit Committee Recommends Performance Pay Adjustment for Non-union Employees	July – August
Standing Committees conduct public hearings on department budgets	July – August
Preliminary Budget presented to Finance and Audit	August - September
Preliminary Budget presented to County Board	August – September
County Board makes budget cuts (if needed)	August – September
Truth-in-Taxation Hearing (if needed)	August – September
FY2027 Budget Review	September
County Board places a balanced draft budget on public display	October
County Board adopts the appropriation and tax levy ordinance/budget	November

d. BUDGET AMENDMENT PROCESS

The adopted budget may be adjusted in the following way:

- All departments must submit a required budget adjustment form (can be accessed through the County intranet) to the County Administrator, Chairman of the Board along with the Chief Financial Officer to provide an accounting record of the requested budget change before a resolution being presented to the committees and the full County Board for approval.

- The County Board must approve all transfers of budgets between departments or funds by a 2/3rd majority vote (16) of the County Board. (Transfers may not be made from certain special purpose funds to other funds).

- Supplemental (emergency) appropriations or transfers involving personnel and capital categories (after budget adoption) must also be approved by a 2/3rd majority vote (16) of the County Board.

- The County Board has approved encumbrance accounting, which means that in the budget and appropriation process, purchase orders are recorded to reserve that portion of the applicable fund balance. Encumbrances outstanding at the end of the fiscal year are reported as reserves of fund balances and need to be re-appropriated by resolution of the County Board as emergency appropriations to the new fiscal year approved budget to complete the purchase transaction. The

County Board will consider outstanding encumbrances from the prior fiscal year no later than their first board meeting in January.

- The following standards will apply to outstanding Purchase Orders (POs) and General Budget Reservations (GBRs)

    - POs and GBRs under $3,000.00 without a project attached to them, will not be carried over as an outstanding encumbrance

    - POs and GBRs over $3,000.00 without a project will require Department Head approval and justification as to the reason for PO\GBR to be carried over; otherwise, the PO\GBR will not be carried over

    - POs and GBRs over $3,000.00 with a multi-year project\contract assigned to it will be carried over as an outstanding encumbrance unless the Department Head requests for the PO\GBR to be canceled

28. FINANCIAL STRUCTURE

The County's financial structure begins with funds. Each fund is accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures, as appropriate. Several types of funds are budgeted.

a. **Governmental Funds**

Governmental funds account for traditional governmental operations that are financed through taxes and other fixed or restricted revenue sources.

i. **General Fund:** The General (Corporate) Fund is available for any authorized purpose, and is used to account for all financial resources except those required to be accounted for in another Fund. A General Fund summary is prepared which lists the amount of General Fund appropriation for all affected departments.

ii. **Special Revenue Funds:** Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for a specific purpose. Currently, 40 Special Revenue Funds are budgeted and appropriated.

iii. **Debt Service Fund:** Debt Service Funds are utilized to account for the payment of interest, principal, and related costs on the County's general long-term debt.

iv. **Capital Project Funds:** Capital Project Funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by proprietary funds and trust funds).

b. **Proprietary Funds**

Proprietary Funds are used to account for the County's ongoing organizations and activities, which are similar to those often, found in the private sector.

i. **Enterprise Fund**: An Enterprise Fund is used to account for operations, which are financed primarily by user charges. McHenry County uses two enterprise funds, one for the County-owned and operated nursing home **(O-9611-1200-98)** and the Emergency Telephone Systems Board (E-911) **(O-200211-12-088)**.

ii. **Internal Service Funds**: Internal Service Funds are used to account for the financing of goods and services provided by one department to other departments or agencies of the County on a cost-reimbursement basis. The County has one Internal Service Fund.

c. **Fiduciary Funds**

Fiduciary Funds are used to account for funds belonging to other organizations outside the County. The following are types of Fiduciary Funds:

i. **Private Trust Funds:** are used to report all fiduciary activities that (a) are not required to be reported in pension (and other employee benefits) trust funds or investment trust funds and (b) are held in a trust in which the government itself is not a beneficiary, (b) dedicated to providing benefits to recipients following the benefit terms, and (c) legally protected from the creditors of the government. The County does not have any Private Trust Funds.

ii. **Pension & OPEB Trust Funds**: Pension & OPEB Funds are used to report pension plans and OPEB plans held in trusts. The County does not have any Pension & OPEB Trust Funds.

iii. **Investment Trust Funds**: Investment Trust Funds are used to report fiduciary activities from the external portion of investment pools and individual investment accounts that are held in trust.

iv. **Agency Funds**: An agency fund is an assemblage of funds that one government agency holds on behalf of another government agency. The County currently budgets and\or accounts for 8 Agency Funds.

d. **Component Units**

A governmental component unit is a legally separate organization for which the elected officials of the primary government (County) are financially accountable. The County currently accounts for one Component Unit:

McHenry County Conservation District (Discretely Presented Component Unit)

Exhibit A – Fund Type in Relation to Budget Policy Requirements

Fund Type	Reporting Entity	Voting Rights	Financial Accountability	Budget Discussion	Budget Presentation
Governmental Funds					
General Fund	Primary Government	County Board	County Board	Administration\Finance	Liaison Committee or Finance & Audit Committee>County Board
Special Revenue Funds	Primary Government	Voting Majority Appointed by County Board	Appointed Board (Primary); County Board (Secondary)	Administration\Finance	Liaison Committee or Finance & Audit Committee>County Board
Debt Service Funds	Primary Government	County Board	County Board	Administration\Finance	Finance & Audit Committee>County Board
Capital Projects Funds	Primary Government	County Board	County Board	Administration\Finance	Liaison Committee or Finance & Audit Committee>County Board
Permanent Funds	Primary Government	County Board	County Board	Administration\Finance	Finance & Audit Committee>County Board
Proprietary Funds					
Enterprise Funds	Primary Government	Voting Majority Appointed by County Board	Appointed Board (Primary); County Board (Secondary)	Administration\Finance	Liaison Committee or Finance & Audit Committee>County Board
Internal Service Funds	Primary Government	County Board	Appointed Board (Primary); County Board (Secondary)	Administration\Finance	Liaison Committee or Finance & Audit Committee>County Board
Fiduciary Funds					
Private Purpose Trust Funds	Primary Government	N\A	Private Board (Primary); County Board (Secondary)	N\A	Finance & Audit Committee>County Board
Pension & OPEB Trust Funds	Primary Government	N\A	Pension Board (Primary); County Board (Secondary)	N\A	Finance & Audit Committee>County Board
Investment Trust Funds	Primary Government	N\A	Investment Board (Primary); County Board (Secondary)	N\A	Finance & Audit Committee>County Board
Agency Funds	Primary Government	N\A	Elected Board/Official (Primary); County Board (Secondary)	N\A	Finance & Audit Committee>County Board
Component Units					
Discretely Presented	Primary Government	Voting Majority Appointed by County Board	Appointed/Elected Board (Primary); County Board (Secondary)	N\A	County Board
Blended Component Unit	Component Unit	County Board	Appointed/Elected Board (Primary); County Board (Secondary)	Administration\Finance	Finance & Audit Committee>County Board

Exhibit B – List of Funds & Classifications

MAJOR FUNDS

Fund 100 **General Fund –** Operating Fund of the County, use to account for and report all financial resources not accounted for and reported in another fund.

- **Dept. 05 - Supervisor of Assessments**
- **Dept. 06 - Purchasing**
- **Dept. 07 - County Board Chairman**
- **Dept. 09 - Human Resources**
- **Dept. 10 - Planning and Development**
- **Dept. 11 - County Auditor**
- **Dept. 12 - County Board & Liquor Commission**
- **Dept. 14 - County Clerk**
- **Dept. 15 - County Recorder**
- **Dept. 16 - Facility Management**
- **Dept. 17 - County Treasurer**
- **Dept. 18 – County Administration**
- **Dept. 20 - Information Technology**
- **Dept. 21 - Educational Service Region**
- **Dept. 28 - Merit Commission**
- **Dept. 31 - County Coroner**
- **Dept. 32 - County Sheriff**
- **Dept. 34 - Emergency Management Agency**
- **Dept. 41 - Clerk of the Circuit Court**
- **Dept. 42 - Circuit Court**
- **Dept. 43 - Court Services**
- **Dept. 44 - Public Defender**
- **Dept. 45 - States Attorney**
- **Dept. 51 - McHenry County Public Health**
- **Dept. 52 - McHenry County Public Health - Tuberculosis Care and Treatment**
- **Dept. 90 - Non-Departmental - Operations**
- **Dept. 99 - Non-Departmental – Benefits/Debt Service**

Fund 201 **Illinois Municipal Retirement Fund –** Accounts for the liability and funding of the employee pension program.

- **Dept. 99 – Non-Department**

Fund 211 **Mental Health Fund –** Special Revenue Fund created for planning and funding mental health, developmental disability and substance abuse services.

- **Dept. 25 - Mental Health**

Fund 221 **American Rescue Plan Act Fund (ARPA) –** Special Revenue Fund created for tracking ARPA distributions and internal spending.

- **Dept. 90 – Non-Department**

Fund 260 **McHenry County Dept of Transportation RTA Sales Tax Project Fund –** Funds are committed for special Transportation Projects.

- **Dept. 82 – McHenry County Division of Transportation**

Fund 261 **Motor Fuel Tax Fund –** Accounts for the allotment of the State Motor Fuel Tax distributed on the basis of vehicle registration fees. Restricted for types of use.

- **Dept. 82 – McHenry County Division of Transportation**

MAJOR FUNDS - ENTERPRISE

Fund 800 **Valley Hi Nursing Home Fund –** Enterprise Fund created for the purpose of constructing, maintaining and operating a nursing home facility.

Dept. 61 – Valley Hi Nursing Home

NON-MAJOR – SPECIAL REVENUE

Fund 202 **Social Security Fund –** Mandated by law, accounts for the employer contribution on Social Security and Medicare

Dept. 99 – Non-Departmental

Fund 203 **Insurance Loss Fund**- Accounts for the Professional and Liability Insurance programs of the County. Covers the cost of litigation brought against the County. Property Tax Levy Fund.

Dept. 19 – County Administration/Risk Management

Fund 205 **McHenry County Highway Fund –** Special Revenue Fund for the purpose of improving, maintaining, repairing, constructing and reconstructing the County Highways, and for the payment of land, quarries, pits, or other deposits of road material, and for acquiring and maintaining machinery and equipment, maintaining, operating or constructing buildings for housing highways offices.

Dept. 82 – McHenry County Division of Transportation

Fund 206 **County Matching Fund –** Provides funds to pay the County's portion of construction or maintenance of highways on the Federal-Aid-Highway network. Restricted for types of use.

Dept. 82 – McHenry County Division of Transportation

Fund 207 **County Bridge Fund –** to be utilized to meet one-half the cost of bridge, culvert and drainage structure projects with a road district furnishing the remaining one-half, or other joint bridge projects with any other highway authority through mutual agreements.

Dept. 82 – McHenry County Division of Transportation

Fund 208 **Veterans Assistance Commission Fund –** Created to provide and coordinate services and assistance to help eligible veterans and/or their families overcome obstacles and become independent.

Dept. 22 – Veterans Assistance Commission

Fund 209 **Senior Services Fund** – Created upon approval of a tax referendum approved by the citizens of the County for the care of the elderly population within the County. Funds are restricted in use for care and programs to the elderly.

Dept. 23 – Senior Services Grant Commission

Fund 220 **Opioid Settlement Fund -** Track disbursements from opioid settlement.

Dept. 90 - Non-Departmental

Fund 222 **Joint Training Facility Fund -** Track dues and expenses for all member agencies.

Dept. 33 - Joint Training and Firing Range

Fund 230 **County Clerk Automation Fund –** Funded by fees charged for certified copies of vital records for the sole purpose of defraying the cost of automating a document storage system.

Dept. 14 –County Clerk

Fund 231 **County Clerk Registry Automation Fund** – Through fees charged on the redemption of property taxes, this fund is for automating the tax redemption process.

Dept. 14 –County Clerk

NON-MAJOR – SPECIAL REVENUE

Fund 232	**County Recorder Automation Fund** – Created for the purpose in automating the duties of the Recorder's office and providing electronic access to recorded documents. Funded by fees on recordings. **Dept. 15 – County Recorder**
Fund 233	**County Treasurer Automation Fund** – Created per 35 ILCS 200/21-245 of the Property Tax Code to assess a fee from the purchaser of delinquent taxes for automating property tax collections, and defraying the cost of providing electronic access to property tax collection records. **Dept. 17 – County Treasurer**
Fund 234	**Geographic Information Systems –** Accounts for fees collected on the recording of legal documents to be used for the purpose of developing and maintaining a geographic information system for McHenry County. **Dept. 65 - GIS**
Fund 262	**County Option Motor Fuel Tax –** Imposed by the County of McHenry for the purposes of operating, constructing and improving public highways and waterways, and acquiring real property and right-of-ways for public highways and waterways within the County. Restricted for types of use. **Dept. 82 – McHenry County Division of Transportation**
Fund 290	**Community Development Block Grant Fund** – Accounts for receipt and expenditures of the HUD program funding. The County is designated by the U.S. Department of Housing & Urban Development as an "Urban County". **Dept. 10 – Planning & Development**
Fund 291	**Illinois Criminal Justice Authority Fund –** Created to financially assist local law enforcement agencies in controlling the sales and use of illegal drugs and drug offenders. **Dept. 45 – McHenry County State's Attorney**
Fund 292	**McHenry County Workforce Network Fund** – Accounts for Federally Funded program dollars for the retraining and developing of unemployed/employed workforce in McHenry County. **Dept. 26 – Workforce Network**
Fund 300	**County Treasurer Passport Services Fund** – Funded by fees allowed for the processing of passport applications for the US Department of State. **Dept. 17 – County Treasurer**
Fund 301	**Expedited Permit Fund** – Established to account for special fees charged to applicants who desire to have their permit review expedited. This fee offsets the cost of the engineering firm providing the service. **Dept. 10 – Planning & Development**
Fund 302	**Economic Development Fund** - Funding for economic development within the County. Supports McEDC and other partners. Previously the Revolving Loan Fund, which are funds from recaptured loans to business under the Community Development Assistance Program. **Dept. 19 – Risk Mangement**
Fund 303	**Coroner's Fund –** Accounts for all fees collected in the normal operating duties of the Coroner to be used solely for the purchase of electronic and forensic identification equipment or other related supplies and the operating expenses of the Coroner's office. **Dept. 31 – County Coroner**

NON-MAJOR – SPECIAL REVENUE

Fund 350	**DUI Conviction Fund –** Accounts for fines imposed by the Courts on DUI Convictions. Funds can only be used for the procurement of law enforcement equipment that will assist in the prevention of alcohol related criminal violence. **Dept. 32 – McHenry County Sheriff**
Fund 360	**Inmate Welfare Fund –** Created to account for the profits made through commissary sales to inmates. Funds must be used to offset other needs for inmates. **Dept. 32 – McHenry County Sheriff**
Fund 370	**Maintenance & Child Support Collection Fund –** Accounts for fees collected and expended for maintaining child support records and recording payments collected by the State Disbursement Unit. **Dept. 41 – Circuit Clerk of Courts**
Fund 371	**Circuit Court Document Storage Fund –** Funded by fees collected on all court cases for the purpose of establishing and maintaining a document storage system and to convert the records of the circuit clerk to electronic storage. **Dept. 41 – Circuit Clerk of Courts**
Fund 372	**Circuit Court Automation Fund –** Created to establish and maintain an automated record keeping system in the office of the circuit clerk. Funded by fees collected on all court cases. **Dept. 41 – Circuit Clerk of Courts**
Fund 373	**Circuit Clerk Operating & Administration Fund –** Funded by fees collected to offset the costs incurred by the Circuit Court Clerk in performing the additional duties required to collect and disburse funds to entities of state and local governments. **Dept. 41 – Circuit Clerk of Courts**
Fund 374	**Circuit Clerk Electronic Citation Fund –** Provides funding through fees collected to offset the costs incurred for establishing and maintaining electronic citations. **Dept. 41 – Circuit Clerk of Courts**
Fund 375	**Law Library Fund –** Funded by fees as prescribed and set by Senate Bill 0103. Under the direction of the Court Administrator, provides access to necessary legal information to attorneys and self-represented litigants. **Dept. 42 – Court Administration**
Fund 376	**Special Courts Fund –** Mandated by State Statute (Mental Health & Drug Courts) and is funded by fees assessed through the Courts to cover the costs of the programs. **Dept. 42 – Court Administration**
Fund 377	**Probation Service Fee Fund –** Created for the purpose of collecting fees on persons sentenced to probation as ordered by the court in order to provide and/or support programs for the offenders under the supervision of Court Services and Probation. **Dept. 43 – Court Services**
Fund 379	**State's Attorney Records Automation Fund –** Created for the purpose of offsetting the expenses of record keeping. Funded through fees paid by the defendant on a judgment of guilty. **Dept. 45 – McHenry County State's Attorney**
Fund 380	**Public Defender's Records Automation Fund –** Created for the purpose of offsetting the expenses of record keeping. Funded through fees paid by the defendant on a judgment of guilty. **Dept. 44 – Public Defender**

NON-MAJOR – SPECIAL REVENUE

Fund 391 **Animal Shelter Fund** – Created to account for donations received for the care of abandoned animals. Funds are used to purchase special diets, treats and other items deemed necessary.

Dept. 51 – McHenry County Public Health

Fund 392 **Health Scholarship Fund** – Created to account for donations given to be used to promote employee learning in the area of public health.

Dept. 51 – McHenry County Public Health

Fund 400 **Capital Projects Fund -** Created during FY2021 budget to more accurately account for long range capital funding and expenditures

Dept. 99 – Non-Departmental

NON-MAJOR FUNDS – DEBIT SERVICE

County has no debt as of FY2023 - These funds shown for history only

Fund 507 **Series 2012-B Debt Certificates** – Created Per Ordinance to account for the debt issuance payments and earnings.

Dept. 99 – Non Departmental

Fund 508 **Series 2015 Debt Certificates** – Created per Ordinance to account for the debt issuance payments and earnings.

Dept. 99 – Non-Departmental

NON-MAJOR FUNDS – ENTERPRISE FUND

Fund 801 **Emergency Telephone Systems Board Fund –** Accounts for the revenues and expenditures incurred by the ETSB Board. Funds are generated by a surcharge on all telephone bills.

Dept. 29 – E-911

NON-MAJOR FUNDS – INTERNAL SERVICE FUND

Fund 850 **Employee Benefit Fund –** Created to account for the cost of employee benefits (Health Insurance, Employee Assistance Program, and Wellness. Funds are transferred in by the using departments and employee contributions through payroll.

Dept. 08 – Employee Benefits

RESOLUTION - SUPERMAJORITY

Resolution Authorizing Acceptance of Illinois DCEO 1E Rapid Response Grant #24-651002 and an Emergency Appropriation to the Workforce Network Fiscal Year 2026 Budget (26)

WHEREAS, the Illinois Department of Commerce & Economic Opportunity has awarded McHenry County Workforce Network a 1E Rapid Response Grant #24-651002 in the amount of $116,400.00; and

WHEREAS, the McHenry County Workforce Network has been notified of receiving this award in the amount of $116,400.00 to be used for costs associated with training Dislocated Workers of McHenry County, including Case Management and Administration costs; and

WHEREAS, the Public Health & Community Services and Finance & Audit Committees have reviewed the said request.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that the Chairman of the Board is hereby authorized to accept the Illinois Department of Commerce & Economic Opportunity Grant #24-651002 on behalf of the McHenry County Workforce Network in the amount of $116,400.00 and provide assurances for the operation of this program; and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois that the amount of $116,400.00 has not been accounted for in the Workforce Network FY26 County Board approved budget and hereby authorizes an Emergency Appropriation as follows:
:

Revenue:

26-2620-292-094300-26.24.651002.260	Workforce Network - Fed Gov Grants	**$116,400.00**
26-2600-292-094300-26.24.651002.260	Workforce Network - Fed Gov Grants	

Expenditures:

26-2620-292-407115-26.24.651002.260	Workforce Network – Vocational Trg.	**85,000.00**
26-2620-292-407130-26.24.651002.260	Workforce Network – Transportation	**1,200.00**
26-2620-292-407125-26.24.651002.260	WFN – Incumbent Worker Training	**12,000.00**
26-2600-292-301010-26.24.651002.260	WFN Wages Admin	**9,000.00**
26-2620-292-301010-26.24.651002.260	WFN Wages Case Management	**8,000.00**
26-2620-292-314610-26.24.651002.260	WFN HCP- Case MGT	**500.00**
26-2620-292-310510-26.24.651002.260	WFN Soc Sec- Case Mgt	**300.00**
26-2620-292-311010-26.24.651002.260	WFN IMRF- Case Mgt	**400.00**

BE IT FURTHER RESOLVED, that the Director of Workforce Network and the County Auditor shall reconcile Fund 292 for November 30, 2026 to assure that the correct fund carryovers are made as part of the annual County year-end process; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby requested to distribute a certified copy of this Resolution to the Director of Workforce Network; the Director of the Workforce Network Board; the County Auditor; the County Treasurer; the Chief Financial Officer; and the County Administrator.

DATED at Woodstock, Illinois, this 21st day of April, A.D., 2026.

_____

Michael Buehler, Chairman
McHenry County Board

ATTEST:

WorkNet-2026-002

_____
Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Authorizing Acceptance of Illinois DCEO 1E Rapid Response Grant #24-651002 and an Emergency Appropriation to the Workforce Network Fiscal Year 2026 Budget (26)

Board / Committee Action Requested:
Authorize acceptance of Grant #24-651002 Rapid Response in the amount of $116,400.00 from the Illinois Department of Commerce & Economic Opportunity to the Workforce Network FY 26 Budget

Background and Discussion: The Workforce Network is a federally funded program under the Workforce Innovation and Opportunity Act (WIOA), which is passed through the Illinois Department of Commerce and Economic Opportunity to McHenry County. The purpose of the program is for the training and development of the workforce in McHenry County for in-demand occupations. Services include job search skills, resume writing, and training grants through a certified service provider to gain or upgrade skills to help eligible individuals become more employable. Workforce Network also offers grant funds and services to local businesses to help them access a skilled workforce, and to increase efficiency, productivity, and employee retention.

The McHenry County Workforce Network has been awarded Rapid Response grant funds in the amount of $116,400.00. These funds will be used to cover training costs for dislocated workers and incumbent workers, including Case Management and Administration costs, for participants who live in McHenry County.

Impact on Human Resources: None.

Impact on Budget (Revenue; Expenses, Fringe Benefits: These funds have not been accounted for in the McHenry County Workforce Network FY26 County Board approved budget and will need to be added by an emergency appropriation, as noted in the resolution.

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 McHenry County Board Strategic Plan Economic and Workforce Development Goal 4: Develop and implement strategies to match workforce skills with employer needs, the Comprehensive Economic Development Strategy and local workforce development plan.

R E S O L U T I O N

Resolution Authorizing a Contract with McHenry County College, McHenry County Workforce Network, and Illinois Department of Employment Security for 4-year OneStop Operator Agreement for McHenry County Workforce Network Board (26)

WHEREAS, the McHenry County Workforce Network Board solicited RFPs for OneStop Operator to provide on-site management of the OneStop Center at 500 Russel Ct. The consortium of McHenry County College, McHenry County Workforce Network, and Illinois Department of Employment Security was selected for Contract # PY2026-001, in the amount of $96,000 for the period of July 1, 2026, to June 30, 2030; and

WHEREAS, the payment for the OneStop Operator Agreement in the amount $24,000/yr for 4 years with a total amount of $96,000 for the contract will be provided through fund 292-26-400105 (WN - Contractual Services) and is shared amongst the Workforce Partners and is accounted for in the Workforce Network MOU budget; and

WHEREAS, the Public Health and Community Services and Finance and Audit Committees have reviewed this agreement and are recommending approval to the County Board.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby authorizes the Chairman of the Board to enter into contract with the consortium of McHenry County College, McHenry County Workforce Network, and Illinois Department of Employment Security behalf of McHenry County Workforce Network Board in the amount of $96,000 for the period of July 1, 2026, to June 30, 2030; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the Director of McHenry County Workforce Network Board, the Director of McHenry County Workforce Network, the County Auditor, the Deputy County Administrator, the Chief Financial Officer, and the 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

RESOLUTION

SUBJECT: Resolution Authorizing a Contract with McHenry County College, McHenry County Workforce Network, and Illinois Department of Employment Security for 4-year OneStop Operator Agreement for McHenry County Workforce Network Board (26)

Board / Committee Action Requested:
Authorization to enter into a contract with consortium of McHenry County College, McHenry County Workforce Network, and Illinois Department of Employment Security, for the amount of $24,000/yr for 4 years for a total amount of $96,000, for the period of July 1, 2026, to June 30, 2030.

Background and Discussion: The Workforce Innovation and Opportunities Act requires local Workforce Boards to competitively procure the OneStop Operator (OSO) at minimum every 4 years. McHenry County Workforce Network Board issued an RFP for the OSO and marketed the RFP throughout the open period of 1/15/26 to 2/16/26 on the Workforce Board's website, social media (LinkedIn and Facebook), and the county newsletter. The RFP received one response from a consortium of McHenry County College, McHenry County Workforce Network, and Illinois Department of Employment Security. The Workforce Board had three Workforce Board Members (Terri Greeno, Mark Piekos and Kurt Beier) volunteer to formally evaluate the response. The evaluations were consistently positive and at the March 18th Workforce Board meeting, the Workforce Network Board voted to accept this proposal.

The OneStop Operator is responsible for daily management of the OneStop Center in McHenry County at 500 Russel ct. and address any issues or changes as needed. This center is considered an American OneStop Center that was created as part of legalization for the Workforce Innovation and Opportunity Act. The Center provides a one stop shop location for individuals to receive a variety of resources through on site and direct linkage options.

Impact on Human Resources: None.

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

- The funding is coming from the Workforce Partners that make up the OneStop Center for LWIA 2 (McHenry). These partners negotiate a yearly Memorandum of Understanding (MOU) that includes a budget that accounts for this contract.
- The Partners consist of McHenry County Workforce Network, McHenry County College, Illinois Department of Human Services, Illinois Division of Rehabilitation Services, Illinois

Department of Employment Security, McHenry County Housing Authority, UMOS Inc (National Farmworker Jobs Program), and National Asian Pacific Center on Aging (Senior Community Services Employment Program (SCSEP)).

Position Reclassification or Regrade, please address the following:
Not applicable. No position change.

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: This request is compliant with the Strategic Plan Economic and Workforce Development Goal 4: Develop and implement strategies to match workforce skills with employer needs, the Comprehensive Economic Development Strategy and local workforce development plan.

OPERATING AGREEMENT
BETWEEN
McHenry County Workforce Network Board/McHenry County
AND
McHenry County Workforce Network, with McHenry County College and the Illinois Department of Employment Security

1. Parties. The State of Illinois has designated the McHenry County Workforce Network Board the authority to provide workforce services required by the Workforce Innovation and Opportunity Act (WIOA) and to enter into agreements for the purposes of providing workforce services (Public Law 113-128;20 ILCS 605/605-30,605-807). This One-Stop Operator Agreement (hereinafter referred to as "AGREEMENT") is made and entered into by and between McHenry County Workforce Network Board @ 500 Russel Ct., Woodstock, IL 60098 & McHenry County @ 667 Ware Rd. Woodstock, IL 60098, and a Consortium of McHenry County Workforce Network, McHenry County College and the Illinois Department of Employment Security, @ 500 Russel Ct., Woodstock, IL 60098. The Consortium is considered a subrecipient of the MCWN WIOA Title 1 Grant.

2. Purpose. The purpose of this AGREEMENT is to establish the terms and conditions under which the McHenry County Workforce Center One-Stop Operator (OSO) will deliver services and programs at the McHenry County Workforce Center located at 500 Russel Ct., Woodstock, IL 60098,

3. Term of AGREEMENT. This AGREEMENT is effective July 01, 2026 through June 30, 2030 when signed and executed by the duly authorized representatives of the parties to this AGREEMENT and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect for not longer than four (4) years, with performance reviewed by MCWNB annually for successful delivery of agreed upon services and or programs. This AGREEMENT may be terminated, with or without cause, by any party upon written notice, which notice shall be delivered by hand or by certified mail to the address listed above. A newly elected McHenry County Board has 120 days to review and terminate contracts.

4. Modification of Agreement. Any modifications to this agreement must be submitted in writing. Any modification requests must be presented to the McHenry County Workforce Network board for vote within 30 days.

5. Compensation: Value of $24,000.00/yr for a contact total of 4 years at $96,000.00 for One-Stop Operator Services provided by the Consortium of McHenry

County Workforce Network (Title 1B - Adult, Youth & Dislocated Workers, & TAA), McHenry County College (Title II - Adult Education & Career and Technical Education - Perkins), and Illinois Dept. of Employment Security (Title III - Wagner Peyser, Veterans Services, UI Compensation Programs, and Direct Linkage to TRA) in conjunction and as part of their Workforce Innovation and Opportunity Act - WIOA program and service delivery requirements.

, the McHenry County Workforce Center One-Stop Operator Consortium. (Service Provider) has agreed to provide One-Stop Center Services as submitted to the MCWNB in their response to the RFP that is attached

THEREFORE, MCWNB makes this Agreement to the Service Provider subject to the terms and conditions set forth in this Agreement.

Awarding Agency: Illinois Department of Commerce and Economic Opportunity
Subject to funding availability from WIOA Grant #21-681002, Award # AA-36317-21-55-A-17, which includes CFDA Titles WIOA Youth Activities (CFDA #17.259), WIOA Adult Program (CFDA #17.258) and WIOA Dislocated Worker (CFDA #17.278).
Amount of Federal Funds associated with this Agreement: $21,600.00 value
Award Project Description: One-Stop Operator for McHenry County Workforce Center, at Woodstock, Illinois.
Is Award for R&D? No
Contractor DUNS Number: 082044694

INVOICING

The OSO will bill on a QUARTERLY basis for the tasks, assignments, and work performed in accordance with this Agreement. The invoices shall be based on the actual services provided and shall not exceed the amount listed above.

PAYMENT

Invoices shall conform to the McHenry County Workforce Network Board fiscal year requirements, including prorating, if necessary, notwithstanding any contrary provision herein. By submitting its invoices, the OSO represents that the services have met all written requirements of the Agreement. Invoices shall be submitted to MOU Partners and include the beginning and ending service dates covering the period of work for the invoiced amount.

The McHenry County Workforce Network Board agrees to provide, and the OSO Partners agrees to accept, cash, non-cash and/or in-kind payments for the services provided under this agreement. The cash, non-cash and in-kind contributions will be listed as shared costs in the Local Workforce Innovation Area's annual One Stop Operating Budget that is submitted in accordance with the Governor's Guidelines to State and Local Program Partners Negotiating Costs and Services Under the Workforce Innovation and Opportunity Act of 2014. The McHenry County Workforce Network

Board and the OSO Partners may use the annual One Stop Operating Budget as the method of payment for the services provided under this Agreement.

Payments pursuant to this Agreement are subject to the availability of Federal Workforce Innovation and Opportunity Act funds and their appropriation or authorized expenditure under Illinois state law.

It has been agreed that the OSO Consortium Partners will receive an $8,000 credit as payment which will be spread across their programs: Title 1b, TAA, Title III Wagner Pyser, Title III MSFW, Veterans Services, UI, TRA , Title II Adult Ed and Perkins based on FTE's. The quarterly MOU invoice to these partners will be adjusted to account for the amount owed to them as the One Stop Operator.

6. Responsibilities of McHenry County and the McHenry County Workforce Network Board.

A. Provide guidance, tools, resources, and location/building to carry out the WIOA Program requirements.
B. Refrain from establishing practices that create disincentives to providing services to individuals with Barriers to Employment who may require longer-term services.
C. Comply with Federal regulations, and procurement policies, relating to the calculations and use of profits.
D. Convene system stakeholders to assist in the development of the local plan.
E. Prepare and submit local plan.
F. Responsible for oversight of the operator consortium.
G. Manage / participate in the competitive selection process for OSO.
H. Select or terminate OSO, career service providers and youth providers.

7. Responsibilities of Consortium of McHenry County Workforce Network, McHenry County College and the Illinois Department of Employment Security.

A. Coordinate One-Stop Partners and Service Providers.
B. Coordinate and Track partner agency referrals.
C. Develop reporting system for ongoing tracking of performance and referrals, with periodic reporting to local board.
D. Regularly convene McHenry County Workforce Center Partners:
    a. Work with partners to assess customer needs as part of continuous improvement process for one-stop center.
    b. Collect customer feedback and work with partners to address issues as part of the continuous improvement process of the one-stop center.
    c. Periodically review one-stop program(s) and center accessibility.
    d. Assure One-Stop materials are up-to-date and available to resource room staff and customers, maintain adequate inventories.
    e. Assist partners responding to economic needs of the local area as specified in the local and regional plans, report outcomes to local board.
    f. Assist partners in identifying to recruit and match businesses with skilled workers needed.

E. Report activities and outcomes regularly to the local board.
   Performance to include:
   a. Convene Quarterly Partner Meetings
   b. Annual Review of OneStop Center Certification Checklist and plan to correct for deficiencies and/or changes,
   c. Schedule annual Partner In-Service events to facilitate cross-training of Staff
   d. Coordinate employer recruiting events
   e. Other as agreed upon in discussion with MCWN Board Executive Committee.
F. Refrain from establishing practices that create disincentives to providing services to individuals with Barriers to Employment who may require longer-term services.
G. Comply with Federal regulations, and procurement policies, relating to the calculations and use of profits.

In consideration for this agreement between the Consortium and the MCWN Board and Chief Elected Official, the Consortium agrees to perform the services, provide the materials and to prepare and submit to MCWN Board the reports, studies and other deliverables as described in the RFP: McHenry County Workforce Center One-Stop Operator. Such services, materials, reports, studies and other deliverables for McHenry County Workforce Center One-Stop Operator are referred to herein as the "Program" or "Project". Each of these deliverables and responsibilities are further detailed in the attached Consortium response to the RFP: McHenry County Workforce Center One-Stop Operator. . . To the extent of any conflict between the RFP, the response to the RFP, and this AGREEMENT, the response to the RFP shall control, followed by the RFP, followed by this AGREEMENT.

The One-Stop Operator (OSO) is responsible to and reports to the Executive Committee of the McHenry County Workforce Network Board.

A one-stop operator may not perform the following functions: convene system stakeholders to assist in the development of the local plan; prepare and submit local plans; be responsible for oversight of itself; manage or significantly participate in the competitive selection process for one-stop operators; select or terminate one-stop operators, career services, and youth providers; negotiate local performance accountability measures; and develop and submit budget for activities of the Local Board in the local area.

8. General Provisions

A: Equal Opportunity/Nondiscrimination As a condition to the award under WIOA from the Department of Labor, the OSO assures, with respect to operation of the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions in SEC. 188 of the Workforce

Innovation and Opportunity Act of 2015, U.S. DOL Regulations at 29 CFR parts 31 and 32, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as amended; The Civil Rights Restoration Act of 1987; Executive Order 12250; Age discrimination in Employment Act of 1967; Equal Pay Act of 1963; U.S. Department of Labor Regulations at 28 CFR Part 42, Subparts F & H; Title VII of the Civil Rights Act of 1964, as amended; and the Victims Economic Security and Safety Act

B. Complaint Process The OSO shall comply with a grievance procedure in accordance with section 181(c) of the Workforce Innovation and Opportunity Act.

C. Conflict of Interest. In addition to any other conflict of interest provisions set forth in this Agreement, the OSO and its employees are subject to the provisions of Section 107(h) of WIOA. Where there is a real or implied conflict of interest, the OSO partner will recuse themselves. McHenry County College will recuse themselves from any involvement with the selection of training providers for Workforce Center Customers.

D. Amendments. Either party may request changes to this AGREEMENT. Any changes, modifications, revisions or amendments to this AGREEMENT which are mutually agreed upon by and between the parties to this AGREEMENT shall be incorporated by written instrument, and effective when executed and signed by all parties to this AGREEMENT.

E. Applicable Law. This AGREEMENT is awarded in the State of Illinois for execution within the State of Illinois. This Agreement shall be governed by and construed according to Illinois law, as that law would be interpreted by an Illinois Court. Where there is no Illinois law on a particular subject or issue, then the applicable law will be applied, as it would be if interpreted and applied by an Illinois court. The courts of the State of Illinois shall have jurisdiction over any action arising out of this AGREEMENT and over the parties, and the venue shall be the Twenty-Second Judicial Circuit, McHenry County, Illinois.

F. Entirety of Agreement. This AGREEMENT, consisting of 10 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

G. Severability. Should any portion of this AGREEMENT be judicially determined to be illegal or unenforceable, the remainder of the AGREEMENT shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

H. Sovereign Immunity.

By executing this AGREEMENT, each of the parties and their respective governing bodies expressly reserve and do not waive their sovereign immunity and/or the other statutory and common law immunities available to them, and each fully retains all immunities and defenses provided by law with respect to any action or omission based on or occurring as a result of this AGREEMENT.

I. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this AGREEMENT shall not be construed so as to create such status. The rights, duties and obligations contained in this AGREEMENT shall operate only between the parties to this AGREEMENT, and shall inure solely to the benefit of the parties to this AGREEMENT. The provisions of this AGREEMENT are intended only to assist the parties in determining and performing their obligations under this AGREEMENT. The parties to this AGREEMENT intend and expressly agree that only parties signatory to this AGREEMENT shall have any legal or equitable right to seek to enforce this AGREEMENT, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this AGREEMENT, or to bring an action for the breach of this AGREEMENT. . Each of the parties to this AGREEMENT is an independent contractor with respect to each other party, and notwithstanding anything in this AGREEMENT to the contrary, this AGREEMENT does not create any agency, partnership or joint venture between the parties.

J: Assurances The provision by the OSO of the following assurances and certifications in no way affects the OSO's obligation to comply with every provision of this Agreement, even if not specifically mentioned in this Section. The OSO hereby assures and certifies compliance with each of the requirements applicable to its Program:

OSO will comply with the legislative requirements of the Workforce Innovation and Opportunity Act of 2014, subsequent applicable WIOA Guidance by the US DOL ETA and IL DCEO ETA, and the Office of Management and Budget Circular 2 CFR 200.

A. It will comply with Program Requirements as provided for under Sections 181, 183, 184, 186, 187, 189 and 194 of the Act.

B. It will comply with WIOA Regulations Part 683.250(a)(2) prohibiting utilization of funds to carry out public service employment programs under Title I of the Act.

C. It will comply with the limitations on the use of funds as provided for under WIOA Regulations Part 683.250 (a) and (b).

D. It will comply with Section 189(h) of the Act, by assuring that each individual participating in any program established under the Act, or receiving any assistance under the Act, has not violated Section 3 of the Military Selective Service Act (50 U.S.C. appl. 453).

E. It will permit and cooperate with federal investigations undertaken in accordance with Section 185 of the Act.

F. It will comply with Section 134(e) (3) of the Act and WIOA Regulations Parts 680.930, 680.940, 680.950, 680.960 and 680.970 in making needs-based payments to individuals participating in a training program.

G. It will comply with the record retention requirements contained in 2 CFR 200 Sections 200.333 – 200.337.

H. It agrees to comply with WIOA Regulations Part 683.270 which prohibits replacing a currently employed worker with any WIOA participant.

I. It will only serve non-economically disadvantaged participants in accordance with Section 129 (a)(3)(A)(ii) of the Act.

J. It agrees to comply with WIOA Regulations Part 683.245, prohibiting funds to be used for employment generating activities, economic development and other similar activities unless they are directly related to training for eligible individuals.

K. It will comply with the policy on debarment and suspension regulations as established in accordance with 29 CFR Part 98. No contract shall be made to parties listed on the General Services Administration's System for Award Management from Federal Procurement or Nonprocurement Programs in accordance with E.O.'s 12549 and 12689, Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees

L. It will require all of its subrecipients that fall within the definition of "Non-Federal Entity" at 2 C.F.R. §2900.2 and which expend more than the minimum level specified at 2 CFR 200.501 have either an organization-wide audit conducted or a program specific financial and compliance audit in accordance with 2 CFR 200.501 (b) or (c).

M. It will comply with WIOA Sections 134 (c)(3)(F)(iii) and 134(c)(3)(G).

N. Equal Employment Opportunity. All contracts shall contain a provision requiring compliance with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

O. Where applicable, OSO shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that

each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

P. Where applicable, the OSO shall comply with the Davis-Bacon Act, as supplemented by Department of Labor regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Q. Where applicable, OSO shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

R. Where applicable, OSO shall comply with all requirements relating to the performance of experimental, developmental, or research work including providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the awarding agency.

S. Where applicable, the OSO shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

T. Where applicable, OSO shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

U. OSO must ensure that it has the necessary processes and systems in place to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Section 6202 of Pub. L. 110-252. See Training and Employment Guidance Letter No. 11-10 (issued November 15, 2010), available at http://wdr.doleta.gov/directives/attach/TEGL/TEGL11-10.pdf

V. OSO shall comply with any applicable assurances contained on U.S. Office of Management and Budget Standard Form 424b (SF-424b), Standard Assurances for Non-Construction Programs.

W. OSO shall comply with the US Department of Labor exceptions to the Uniform Guidance as specified at 2 CFR Part 2900.

X. All organizations receiving grants from any federal agency are required to comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 *et seq.*, and 2 C.F.R. § 182. OSO must notify the awarding office if an employee of the OSO is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment by USDOL.

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9. Indemnification. The Parties to this Agreement shall not be liable for any negligent or wrongful acts, either by commission or omission, chargeable to another Party, unless such liability is imposed by law. This Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party to the other or to a third party.

10. Signatures. In witness whereof, the parties to this AGREEMENT through their duly authorized representatives have executed this AGREEMENT on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this AGREEMENT as set forth herein.

The effective date of this AGREEMENT is the date of the signature last affixed to this page.

McHenry County

_____

Michael J. Buehler, Chairman Date

McHenry County Workforce Network Board

_____

David J. Niehus, Chairman Date

McHenry County Workforce Network

_____

Jeffery Poynter, Director Date

McHenry County College

_____

Date

Illinois Department of Employment Security

_____ Date

R E S O L U T I O N

Resolution authorizing the elimination of position #32091906: reclassification of #32024399, #32019499, #3202779: title changes for #32013199, #32000404, #32011999; and a re-grade of #32014099 (32)

WHEREAS, the McHenry County Sheriff's Office has over thirteen (13) divisions with a combined 382 employees providing law enforcement services and/or support services to law enforcement internal and external agencies throughout McHenry County; and

WHEREAS, the McHenry County Sheriff takes the opportunity to review division and department needs when retirements or terminations occur throughout the year to make any adjustments deemed necessary for efficient and effective operations within the Sheriff's Office; and

WHEREAS, the Sheriff's Office has experienced several retirements and vacancies created by employees leaving the office in the first quarter of FY26. After review of these vacancies, the Sheriff and Command Team have identified areas that need to be addressed. The Sheriff has worked with the Director of Human Resources on new position descriptions and has determined that it is in the Sheriff's Office best interest to reclassify, re-title and regrade positions; and

WHEREAS, these changes will better align staff in divisions with needs and provide titles appropriate and in line with duties and responsibilities.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby authorizes the elimination of position #32091906(Admin Specialist II), reclassification of position #32024399 (Corrections Sgt) to Dispatch Assistant Supervisor, reclassification of position #32019499 (Admin III 4N) to Payroll Analyst(9E), reclassification of position #3202779 (Court Security Officer) to Court Security Sergeant, change in title of position #32013199 from Office manager to Financial Analyst, change in title of position #32000404 from Chief to Deputy Chief, change in title in position #32011999 from Deputy Chief to Sergeant and re-grade of position #32014099 (Business Manager) from 18E-20E; and

BE IT FURTHER RESOLVED, that funding for these adjustments with the addition of a position elimination are in the FY26 approved budget for Sheriff personnel. There is no negative financial impact for this resolution; 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, Sheriff 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

Sheriff-2026-010

RESOLUTION

SUBJECT: Resolution authorizing the elimination of position #32091906: reclassification of #32024399, #32019499, #3202779: title changes for #32013199, #32000404, #32011999; and a re-grade of #32014099 (32)

Board / Committee Action Requested:
Elimination of an Assistant II, reclassification of three positions, title change of three positions and one re-grade.

Background and Discussion:
The Sheriff has a practice of doing a division review when there are retirements and vacancies created by staff leaving the office. In the first quarter of 2026, the Sheriff's Office saw a number of vacancies created and therefore did a staff and responsibility analysis to realign efficiently and effectively with division needs. The Sheriff found that office needs will best be met with these changes.

Impact on Human Resources: Yes. The Sheriff's Office worked with Human Resources on job descriptions and re-grading.

Impact on Budget (Revenue; Expenses, Fringe Benefits):
- There is no negative financial impact to the Sheriff's Personnel budget for FY26. All changes are absorbed within the budget through position elimination and reclassifications. Net impact is a reduction in annual personnel expense of $17,415.
- These changes cannot wait until next budget as the Sheriff's Office has the most employees and is constantly addressing changes in legislation and community needs. The recent retirements and vacancies presented the Sheriff's Office with the opportunity to address areas of need within divisions and strengthen positions that have additional responsibilities.

Position Reclassification or Regrade, please address the following:
- The Sheriff's Office worked with the Director of Human Resources on the reclassifications, job descriptions and re-grading.
- No Cost increase.
- Department can absorb the funding.

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 McHenry County Sheriff to Purchase a G2 Imaging Laser Scanner from Hexagon US Federal for $51,000 (32)

WHEREAS, it is the responsibility of the Sheriff's Office to secure a crime scene/traffic crash and preserve the evidence surrounding such event; and

WHEREAS, the Sheriff requested a 3D laser scanner during the FY26 budget process to be used by the McHenry County Criminal Investigations Division and McHenry County Accident Investigations Unit to take 3-dimensional photographs of a crime scene/traffic crash for more accurate investigation and prosecution, and

WHEREAS, this supplemental request was approved and included in the Sheriff's FY26 budget as a capital purchase in the Investigations Division and is on the GSA contract (47QTCA18D003G), so a bid was not completed.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby authorizes the purchase of a G2 Imaging Laser Scanner from Hexagon US Federal, Huntsville Al, for the Sheriff's Office for $51,000; and

BE IT FURTHER RESOLVED, the funds for this purchase were approved in the Sheriff's Office FY26 budget in budget line item 100-32-3245-601000 (Office Equipment -Capital Outlay) for $48,700 and in fund 350-32-3200-509900 (Miscellaneous Commodities) for $2,300; and

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 21st day of April, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Authorizing the McHenry County Sheriff to Purchase a G2 Imaging Laser Scanner from Hexagon US Federal for $51,000 (32)

Board / Committee Action Requested:
Authorization for the purchase of a 3D scanner for the Sheriff's Office.

Background and Discussion: This purchase was a supplemental request in FY26 budget and approved for the amount quoted in 2025. This 3d scanner will be used for crime scenes and traffic accidents and will allow investigators and prosecutors to analyze the scene three-dimensionally. This will provide more accurate and immediate measurements and will eliminate human error and hours of work (overtime) for investigators who are measuring by hand.

Impact on Human Resources: None

Impact on Budget (Revenue; Expenses, Fringe Benefits):
This item was budgeted and approved in the Sheriff's FY26 budget in 100-32-3245-601000 for $48,700 and in 350-32-3200-509900 for $2,300. The original quote in 2/2025 for budget was $48,700 but that quote expired and the new quote is $50,998.25 so the remainder will come out of our DUI Conviction funds.

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

Impact on Capital Expenditures: Yes, this item is a capital outlay expense.

Impact on Physical Space: None

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

Conformity to Board Ordinances, Policies and Strategic Plan: Yes

McHenry County
Procurement Executive Summary

March 25, 2026

Requesting Department: Sheriff's Department

Procurement Name: Leica 3D Scanner

Recommended Vendor: Hexagon US Federal

Amount of Award: $51,000.00, not to exceed budget

Notification and Response

Bid/RFP Due Date: N/A

Bids/Proposals Received: N/A

Prevailing Wage: Yes _____ Not Applicable __X__

Proprietary: Yes _____ No __X___

Award Statement

To provide more accurate and timely evidence for detectives and prosecutors, the Sheriff's Department identified the Leica 3D scanning system, which includes all accessories & software. Hexagon US Federal was awarded the GSA cooperative contract #47QTCA18D003G. Based on article 10, S10-101 of the Purchasing Ordinance which authorizes cooperative purchasing agreement participation, the Sheriff's Department Business Manager and the Procurement Division agree to award this contract to Hexagon US Federal of Huntsville, AL.

Vendor	Cost
Hexagon US Federal	$51,000.00, not to exceed budget

RESOLUTION - SUPERMAJORITY

Resolution Authorizing Annual Enhancements and Modifications to iJustice Case Management Software FY 2025-26 (41)

WHEREAS, iJustice case management software was developed for and has been used by the McHenry County Circuit Clerk's office and the 22nd Circuit Court since May 4, 2009; and

WHEREAS, the software has been well accepted with over 600 users relying on the data contained in the iJustice case management program throughout the McHenry County court system; and

WHEREAS, the McHenry County Circuit Clerk and 22nd Judicial Circuit Court have benefited from an automated case management system through the additional operating efficiencies that have allowed for reductions in personnel in the Circuit Clerk's office of 21.35 FTE over the past 15 years, at a cost savings of over $1.2 million annually; and

WHEREAS, the Circuit Clerk's contract for support and maintenance with Integrated Software Specialists, Inc. includes any necessary enhancements to the software at an hourly rate of $140; and

WHEREAS, enhancements to the iJustice software are necessary on an annual basis to keep up with changes to State statute, changes to IL Supreme Court Rules, changes to fine and fee assessment, and new Supreme Court authorized programs and mandates; and

WHEREAS, the further integration of technology into the judicial process will further advance efforts to create a more efficient and paperless judicial system and is in direct alignment with the McHenry County Strategic Plan Organizational Advancement Goal 1*: Identify strategies to enhance integration, coordination, communication, and information-sharing between County-wide departments;* and

WHEREAS, the Law & Government/Liquor and Finance & Audit Committees have reviewed the said request.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that it hereby authorizes the needed enhancements to Integrated Software Specialists, Inc., 1251 N. Plum Grove Rd., Suite 105, Schaumburg, IL 60173, for iJustice case management software enhancements, at a cost not to exceed $200,000 in FY 2025-2026; and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois, that said costs of $200,000 will be covered by budgeted funds of $130,000 in budget line item Fund 372 - Dept 41 - Div 4100 - Main Account 400100 (Court Automation Fund - Contractual Services), $20,000 in budget line item Fund 371 - Dept 41 - Div 4100 - Main Account 400100 (Court Document Storage Fund - Contractual Services), $50,000 in budget line item Fund 374 – Dept 41 – Div 4100 – Main Account 400100 (Electronic Citation Fund – Contractual Services); and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the Clerk of the Circuit Court, the Presiding Judge, the Court Administrator, the Auditor, the Chief Financial Officer, and the 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

RESOLUTION

SUBJECT: Resolution Authorizing Annual Enhancements and Modifications to iJustice Case Management Software FY 2025-26 (41)

Board / Committee Action Requested:
The attached Resolution is for FY 2025-26 annual iJustice case management software enhancements & modifications to be contracted with ISS (Integrated Software Specialists, Inc.) under the current ISS Support & Maintenance contract pricing for consulting services, as approved by the Circuit Clerk and Chief Judge.

Background and Discussion: In 2007, the prior Circuit Clerk contracted with ISS (Integrated Software Specialists, Inc.) to develop a custom case management software package for the McHenry County Circuit Clerk's office. This project was completed in 2009, with the iJustice software going live in the Circuit Clerk's office on May 4, 2009.

The Circuit Clerk's office operation is highly dependent on changes in the law and court decisions that require modifications to the Circuit Clerk's case management software on a regular basis to ensure continued smooth operation of the office. The Court Automation Fund was established by the General Assembly to maintain the Court's automated recordkeeping system. The Court Document Storage Fund was established to fund maintaining the records of the court system. Court Automation and Document Storage Fees have been sufficient to cover the necessary enhancements to the iJustice system since it went live in 2009. Annually, the Circuit Clerk has budgeted a percentage of the Court Automation Fund and Document Storage Fund budgets to cover necessary modifications and enhancements to the iJustice software.

The iJustice case management software is mission-critical to the operation of not only the Circuit Clerk's office, but to the entire court system. iJustice has more than 600 users, which include Circuit Clerk, Court Administration & Judges, Court Services and Specialty Courts as users who are entering data, and State's Attorney, Public Defender, Sheriff, Corrections, municipal police departments, state agencies, private attorneys and public who are using the system for the viewing of documents and data.

Impact on Human Resources: The Circuit Clerk's office has been able to reduce staff by 21.35 FTE over the past 15 years, largely due to efficiencies gained from our increased use of technology. iJustice and the Circuit Clerk's work with ISS has been at the forefront of this

increased technology usage. We are able to work more efficiently and accomplish more work with less employees due to increased use of technology, at minimally a personnel cost savings of over $1.2 million annually.

Impact on Budget (Revenue; Expenses, Fringe Benefits): iJustice support & maintenance costs are mainly budgeted from both the Court Automation Fund and the Court Document Storage Fund. Court Automation Fees are authorized under 705 ILCS 135/10-5(d)(1) and O-201906-12-36 and set at $20 per case. They are assessed on all traffic, ordinance, misdemeanor, felony and civil case types, for deposit in the Court Automation Fund for use to establish and maintain an automated recordkeeping system for the Courts. The fund is administered jointly by the Circuit Clerk and Chief Judge. Court Document Storage Fees are authorized under 705 ILCS 135/10-5(d)(2) and O-210906-12-36 and also set at $20 per case. They are assessed on all traffic, ordinance, misdemeanor, felony and civil case types, for deposit in the Court Document Storage Fund for use to establish and maintain a document storage system for the Courts. The fund is administered by the Circuit Clerk.

The current support & maintenance contract with ISS includes an hourly rate of $140 per hour for consulting services. Specific enhancement projects to be completed during FY 2025-2026 include:

1. Re-programming to accommodate statewide data requirements through the IL Supreme Court's new SOCRATA platform which will eventually replace the current static statistical reporting done by Circuit Clerks and Court Services with a real-time feed of data to the AOIC that will transmit the current data being reported in addition to many other newly required data elements.
2. Modifications to convert Criminal Electronic Filing from our current Criminal eFile vendor, i2File, to the IL Supreme Court's eFiling vendor, eFileIL. The IL Supreme Court only recently made the changes necessary to accommodate traffic and quasi-criminal electronic filing, which was the last stumbling block keeping us from transitioning fully to eFileIL for all eFiling.
3. Modification to the current eCitation interface which will allow real-time updating of the Traffic case upon completion by the officer in the car which will eliminate the need for Circuit Clerk intervention and allow for near immediate payment of the ticket by the defendant.

Impact on Capital Expenditures: None

Impact on Physical Space: None

Impact on Other County Departments or Outside Agencies: iJustice case management software does have impact on not only the Circuit Clerk's office and the Courts, it also impacts all other Justice agencies within the Courthouse, in addition to all members of the legal community who use the information entered in iJustice to track cases and represent clients, to members of the community who are users of the court system. The 600+ users of iJustice rely on the information in iJustice to efficiently operate the court system and administer justice. Support and maintenance of the iJustice software is key to the efficient operation of the court system in McHenry County.

Conformity to Board Ordinances, Policies and Strategic Plan: The original support & maintenance agreement (attached) with ISS was negotiated with the assistance of the State's Attorney and outside counsel hired by the State's Attorney that specialized in software contracts. Support Extension Agreement #1 (also attached) was also reviewed by the State's Attorney. It was determined by the State's Attorney that the support & maintenance contract for iJustice did not need to be bid, since it is proprietary software that was developed specifically for McHenry County which can only be supported and modified by ISS.

The Circuit Clerk and Court's use of iJustice case management software meets the County Board's strategic agenda Organizational Advancement Goal 1*: Identify strategies to enhance integration, coordination, communication, and information-sharing between County-wide departments*

RESOLUTION
AUTHORIZING ENTERING INTO A SUPPORT AGREEMENT WITH INTEGRATED SOFTWARE SPECIALISTS, INC. AND AN EMERGENCY APPROPRIATION IN THE COURT DOCUMENT STORAGE FUND FISCAL YEAR 2009 BUDGET

WHEREAS, in the summer of 2007, the Circuit Clerk of Courts brought before the County Board of McHenry County, Illinois a proposed plan to embark on having a software program developed to meet the needs of the County's criminal justice community; and

WHEREAS, it was the recommendation of the Circuit Clerk of Courts and the Information Technology Director that the County engage Integrated Software Specialists, Inc. to utilize their case management technology framework to create a case management program that would replace the Sustain Justice Edition case management system and ancillary programs currently used by the Courts and the County; and

WHEREAS, Phase I of the new case management software has been tested and is ready to be implemented within the first two weeks of May, 2009; and

WHEREAS, the Circuit Clerk is now needing to enter into a support agreement with Integrated Software Specialists, Inc. in the amount of $240,000 annually (Installments of $120,000 to paid semi-annually) to provide computer related support services upon acceptance of said software; and

WHEREAS, the initial support period shall commence upon acceptance of the software and end on November 30, 2009. The support will automatically be renewed for five successive one year support periods unless terminated by the County effective after the third anniversary of the effective date hereof by providing ISS with ninety days prior written notice. In the event that funds are not allocated by the McHenry County Board, this agreement will be deemed null and void.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that the Chairman of the Board is hereby authorized to enter into the attached support agreement with Integrated Software Specialist, Inc. (attached hereto and made part of) for software/computer support on the Court's Case Management Software Program at an annual cost of $240,000 (Installments of $120,000 to be paid semi-annually). The support will automatically renew for five successive one year periods unless terminated by the County effective after the third anniversary of the effective date hereof by providing ISS with ninety days prior written notice, or if funds are not allocated by the McHenry County Board; and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois that an emergency appropriation of $140,000 to OCA 410105-4321 (Document Storage Fund – Computer Program Maintenance) is also hereby authorized and is to be offset by a revenue budget line item entry to OCA 410105-9990 (Document Storage Fund – Utilization of Fund Balance) for the purpose of paying the support agreement fees; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby requested to distribute a certified copy of this Resolution to the Clerk of the Circuit Courts; the Chief Judge of the 22nd Circuit; the Trial Court Administrator; the Director of Information Technology; the County Auditor; the Associate County Administrator-Finance; and the County Administrator.

DATED at Woodstock, Illinois, this twenty-first day of April, A.D., 2009.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

SUPPORT AGREEMENT

This Support Agreement ("**Agreement**"), dated as of April 22, 2009 ("**Agreement Date**"), is made by and between Integrated Software Specialists, Inc., 1901 N. Roselle Road, #450, Schaumburg, Illinois 60195 ("**ISS**") and the County of McHenry, a body politic, McHenry County Government Center, 2200 N. Seminary, Woodstock, Illinois 60098 ("**Customer**"), and sets forth the terms and conditions under which ISS shall provide computer related support services to Customer for certain software that has been licensed to Customer pursuant to a Software License Agreement entered into by the parties concurrently herewith (the "**License Agreement**"), the terms of which are incorporated hereby this reference the effective date (the "**Effective Date**") of this Agreement shall be the Acceptance Date of the ICIS System. Capitalized terms used herein without definition shall have the meanings given such terms in the License Agreement.

1. DEFINITIONS

1.1. "**Consultant**" means the officers, directors, employees, members, agents and contractors of ISS providing Services hereunder.

1.2. "**Error**" means a failure of the ICIS Software to perform in accordance with the Specifications or system configurations.

1.3. "**ICIS System**" shall have the meaning ascribed to it in the License Agreement dated as of April 22, 2009.

1.4. "**Incident Report**" means an electronic report and notification of a suspected error and/or question by the Customer Liaison Officer to ISS containing details and reasonable documentation of the error and/or question including, where possible, examples and instructions to replicate and correct the suspected Error.

1.5. "**Services**" means the services to be provided by ISS hereunder, under the License Agreement, or any Statement of Work.

1.6. "**Support**" means ISS's performance of technical telephone assistance, problem identification, and problem resolution through the provision of bug fixes, patches, updates, replacements and/or workarounds with respect to the ICIS System to maintain the performance of the ICIS System in accordance with the Specifications applicable thereto, all as described in Exhibit A hereto.

1.7. "**Support Fees**" means the fees described in Section 4 hereof.

1.8. "**Support Period**" means the twelve (12) month period commencing on the Acceptance Date and each 1 year anniversary thereof, and any subsequent extensions of this Agreement, during which ISS shall provide Support to Customer.

1.9. "**Updates**" means a change to ICIS driven by ISS to improve the ICIS system and/or keep it current with standards or software improvements. An update can come in the form of framework or technology upgrades or fixes and maintenance, or improvements.

1.10. "**Workaround**" means a bypass of a recognized problem in the ICIS system.

2. ISS OBLIGATIONS

2.1. During the Support Period, ISS shall provide Customer with Support as described in Exhibit A hereto. ISS shall provide

Updates to the ICIS System pursuant to this Agreement at no additional charge as provided herein. ISS is responsible for maintaining compatibility between the ICIS System and the Updates and for implementing Updates into the ICIS system within Customer's test environment and furnishing such Updates to Customer for Customer's integrating of such Updates into the ICIS System.

2.2. ISS shall maintain commercially reasonable amounts of insurance against losses and damages to persons or property, including workers' compensation, liability, and property damage insurance. Upon Customer's written request, ISS will produce a certificate of insurance demonstrating such coverage.

2.3. ISS warrants that it will render the Services provided under this Agreement in a workmanlike manner in substantial accordance with industry standards. If ISS does not perform within the time frame and to the standards agreed to by the parties, Customer shall provide written notice of such nonperformance to ISS. Upon receipt of such notice, ISS shall correct such nonperformance, including, if appropriate, replacement of Consultants in accordance with the replacement procedures set forth below.

2.4. ISS shall appoint a sufficient number of Consultants for the performance of ISS's duties and obligations hereunder or under any applicable Statement of Work. Each Consultant shall have the skills required for such person to perform the duties assigned to him or her.

2.5. ISS shall use commercially reasonable efforts to retain and provide succession options to Consultants. ISS will cause its Consultants to comply with Customer's rules and policies while at Customer's premises. If, at any time or from time to time, Customer reasonably determines that any Consultant is not adequately performing the responsibilities assigned to that individual, or lacks the competence or professional capabilities needed to fulfill his or her tasks relating to the Services, Customer shall notify ISS in writing of its determination, setting forth in sufficient detail the reasons causing Customer to make such a determination. Upon receipt of Customer's written notice, ISS shall promptly take such actions as are necessary to substantially improve such Consultant's conduct or performance within ten (10) days, and if such efforts fail, in the reasonable determination of Customer, Customer may request in writing that ISS replace such Consultant. Upon receipt of Customer's written request, ISS shall promptly replace such Consultant with an individual who ISS reasonably determines meets the qualifications for the position. If ISS is unable to find a suitable replacement within a mutually agreeable time frame, Customer shall have the right to cancel the remainder of the Services under this Agreement or the statement of work that were to be provided by such Consultant. ISS agrees that it will not charge Customer for Services that ISS has to reperform due to, and for up to thirty (30) days after, Customer's permitted removal of Consultants in the manner set forth above.

2.6. Upon Customer request, ISS will provide information required for Customer to complete a Criminal History Record Check ("CHRC") of each Consultant prior to such Consultant's performing any Services for Customer or first entering any Customer facility. ISS shall not allow Consultants who do not meet such standards or criteria acceptable to Customer to perform any Services under this Agreement.

2.7. ISS shall ensure that its systems include up-to-date anti-viral software reasonably acceptable to Customer to prevent viruses from reaching Customer's system through ISS's system. Further, ISS shall ensure that ISS personnel do not, without Customer's prior written consent, use any virtual private network or other device ("VPN") to simultaneously connect machines on any Customer system to any machines on any ISS or third party system.

2.8. If a network connection is established between ISS and Customer, ISS agrees to allow Customer to perform network assessments based on a schedule mutually agreed upon by the parties. ISS will maintain and enforce safety and physical security procedures with respect to its access and maintenance of its system and Customer Information (a) that are at least equal to industry standards for such types of locations, and (b) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of Customer Confidential Information. Without limiting the generality of the foregoing, ISS will take all reasonable measures to secure and defend its location and system against "hackers" and others who may seek, without authorization, to modify or access ISS's system. ISS will periodically test its system for potential areas where security could be breached. ISS understands that, should a Customer or ISS assessment reveal inappropriate or inadequate security based on the pre-defined requirements for security, Customer may, in addition to other remedies it may have, remove ISS access from the Customer network until ISS satisfactorily complies with the security requirements defined. ISS will notify Customer immediately of any security breaches.

3. CUSTOMER OBLIGATIONS

3.1. Customer will make reasonable efforts to stay current with the latest versions of the software, including, timely production implementation of ISS supplied Updates.

3.2. Customer will follow the issues reporting process as set forth herein, as may be updated and agreed to in writing by ISS and Customer from time to time.

3.3. Customer will provide ISS with written notification of the Error via an incident report as defined herein and provide ISS with reasonable assistance, as reasonably required by ISS, intending to allow productive and expeditious diagnosis and resolution.

3.4. Customer will provide ISS with remote Internet access to all supported servers and systems, including ICIS test and production environments via Customer Citrix or other secure connection method approved by Customer.

4. LIMITATIONS ON SUPPORT

4.1. Unless otherwise agreed to by ISS in writing, ISS shall be under no obligation to provide Support to Customer to the extent ISS and Customer make a good faith determination that the primary cause of the Error resulted from the failure or malfunction of any third party software not provided by ISS, tools, equipment, facilities or devices not furnished or approved in writing by ISS for use in connection with the ICIS System or due to Customer error or manipulation of ICIS software, ICIS tables or business rules, databases, security, or any changes made by Customer or other 3rd parties unless done pursuant to a Statement of Work. Support under this Agreement will be limited to (a) Customer's production

version of the ICIS system; and (b) Customer's Q/A staging environment version of the ICIS system.

4.2. At Customer's request, ISS shall provide professional services (not otherwise constituting Support) as requested by Customer, as may be more particularly described in any applicable SOW executed by Customer and ISS or in a writing between the parties (the "Consulting Services"). Such Consulting Services will be provided at the hourly rate of $125.00. Each SOW or other writing will in incorporate by this reference all the terms and conditions of this Agreement and will set forth, as applicable: (i) the scope of Consulting Services to be performed under such SOW or other writing; (ii) the estimated hours such Consulting Services are to be provided; (iii) any tangible item to be delivered to Customer by ISS under such SOW or other writing (a "Deliverable"); (iv) any costs or expenses that will be reimbursed to ISS above the applicable hourly rate or fixed price set forth in the SOW or other writing; and (v) such other details as the parties deem reasonably necessary.

5. FEES & PAYMENT

Customer's fees for Support shall be as set forth on Schedule 4 hereto, and shall commence on the Acceptance Date. All Support Fees are in U.S. Dollars. ISS shall invoice Customer as set forth on Schedule 4 hereto. ISS shall invoice Customer Services at least 15 days prior to the beginning of each Support Period. Payment is due on or before the first day of the Support Period. Customer may not withhold any amounts due hereunder, other than those amounts subject to a good faith dispute between the parties. ISS reserves the right to cease work without prejudice if undisputed amounts are not paid within sixty (60) days of the date such amounts are due. Customer will provide to ISS reasonable assistance, which shall include the provision of documentation as required by revenue authorities, to enable ISS to claim exemption from or obtain a repayment of such withheld taxes and will, upon request, provide ISS with a copy of the withholding tax certificate.

6. RENEWAL AND CANCELLATION OF SUPPORT

The initial Support Period shall commence on the Effective Date and shall end on the one (1) year anniversary of the Effective Date. Support will automatically be renewed for five (5) successive 1 year Support Periods unless terminated by Customer effective after the third anniversary of the Effective Date hereof by providing ISS with ninety (90) days prior written notice. Customer shall be entitled to a refund for any prepaid Support.

7. WARRANTY AND LIMITATION OF WARRANTY

7.1. ISS warrants that all Services shall be performed in a professional manner. ISS will fulfill its obligations under this Agreement in a first class, workmanlike manner without damage to Customer's premises, system, fixtures or personal property. ISS will, at its own expense, (a) reperform at no cost to Customer any services performed hereunder that are not in compliance with the foregoing, and (b) repair all damage to Customer's premises or property resulting from ISS's (or it agent's) actions to the extent necessary to restore Customer's premises and property to a condition comparable to the condition thereof before such damage.

7.2. ISS represents, warrants and covenants that it has a business continuity plan that addresses the continuation of

Services if an incident (act or omission) impairs or disrupts ISS's provision of Services ("BCP Plan"). A summary of ISS's BCP Plan will be provided to Customer upon Customer's request. ISS warrants that the BCP Plan conforms to generally-accepted industry standards for business continuity planning.

7.3. **THE WARRANTIES HEREIN AND IN THE LICENSE AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, AND ISS AND CUSTOMER EACH DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.**

8. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE SET FORTH HEREIN, IN NO EVENT SHALL ISS OR CUSTOMER BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, ECONOMIC, OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. IN NO EVENT SHALL EITHER CUSTOMER'S OR ISS' LIABILITY ARISING UNDER THIS AGREEMENT EXCEED THE FEE PAID BY CUSTOMER TO ISS UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF DAMAGES PROVISIONS SET FORTH IN THIS SECTION 8 SHALL NOT BE APPLICABLE TO ANY DAMAGES RESULTING FROM INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, ANY INDEMNITY OBLIGATIONS HEREUNDER OR UNDER THE LICENSE AGREEMENT, OR VIOLATIONS OF THE SYSTEM SECURITY OR CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT OR THE LICENSE.

9. TERM & TERMINATION

9.1. Term. This Agreement shall commence upon the Effective Date and shall continue in full force and effect as provided in Section 6, unless sooner terminated as provided below.

9.2. Termination for Cause. Either party may terminate this Agreement if the other party (a) fails to perform any material obligation hereunder, and such breach is not remedied within thirty (30) days following written notice thereof to such party; or (b) becomes insolvent or the subject of a proceeding relating to bankruptcy or insolvency, effects any assignment for the benefit of creditors or any proceedings analogous to one or more of the foregoing (except where such party has successfully contested an involuntary proceeding within sixty (60) days after it has been commenced or filed). Termination shall not relieve either party of any obligation accrued prior to the termination date.

9.3. Liaison Officer. Each of the parties shall, promptly after the execution of this Agreement, appoint and advise the other in writing, of the name, title, address and telephone number, of a liaison officer of such party (the "Liaison Officer") who shall be responsible for (i) overseeing the day-to-day compliance of such party with this

Agreement and (ii) such other duties as may be set forth herein. Each of the parties may change its Liaison Officer from time to time by written notice to the other. The two persons so designated shall constitute the "Liaison Committee." In the event of any dispute arising under this Agreement, of either a legal or business nature, provision for the resolution of which is not otherwise expressly set forth herein, the members of the Liaison Committee shall confer within five (5) business days of the request of either party for such a conference, and shall engage in good faith negotiations to resolve such dispute. If they are unable to resolve the dispute in a mutually acceptable manner within the following ten (10) business days, the matter shall be referred to senior management representatives of each of the parties for similar negotiations and a similar time period.

10. GENERAL PROVISIONS

10.1. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to its conflict of law rules. Exclusive jurisdiction and venue of any dispute arising out of or relating to this Agreement shall be the state courts located in McHenry County, Illinois or the Federal courts located in Rockford, Illinois.

10.2. Assignment. This Agreement is not transferable by either party without the prior written consent of the other party, which shall not be unreasonably withheld, and any attempt to do so shall be void and of no force and effect.

10.3. Third Party Providers. All work and Services provided by ISS under this Agreement shall be performed by employees of ISS or sub-contractors employed directly by ISS ("Subcontractors"). If at any time Customer reasonably requests the replacement of a Subcontractor, ISS shall promptly take such actions as are reasonably necessary to comply with Customer's request. In all such cases, ISS shall remain liable for the performance of ISS's obligations under this Agreement.

10.4. Modification. This Agreement can be modified only by a written amendment signed by persons duly authorized to sign agreements on behalf of Customer and ISS, and variance from the terms and conditions of this Agreement in any order or written notification from either party shall be void and of no effect.

10.5. Complete Agreement. The parties agree that this Agreement is the complete and exclusive statement regarding the subject matter and supersede all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. Except as otherwise provided herein, additional or conflicting terms contained in any purchase order, standardized form or correspondence are expressly unenforceable under this Agreement unless such terms and conditions are contained in an amendment to this Agreement duly executed by both parties hereto. In the event that any provision of this Agreement shall be held to be void or unenforceable by a court of law, such provision shall be eliminated and shall not affect the validity of any remaining provision. The parties agree that this Agreement may be executed in counterparts. Facsimile signatures shall in all respects have the same weight, force and legal effect and shall be fully as valid, binding and enforceable as if such signed facsimile copies were original documents bearing original signatures.

10.6. Survival. Any provision of this Agreement that by its very nature or context is intended to survive any termination, cancellation or expiration thereof, shall so survive, and shall apply to respective successors and assigns.

10.7. Notices. Legal notices given by the parties to one another in connection with this Agreement shall be given in writing and delivered via return receipt mail or express delivery service to the parties' respective addresses first set forth above or to such other address as the parties may substitute by giving notice to one another in accordance with this Section 10.7.

10.8. Funding. In the event that funds are not allocated by the McHenry County Board for the transactions contemplated hereunder, this Agreement will, at the option of Customer, be deemed null and void.

IN WITNESS WHEREOF, the parties have executed this Support Agreement as of the date set forth above.

County of McHenry, a body politic

Authorized Signature

Kenneth D Koehler
Print Name

County Board Chairman
Title

04/21/2009
Date

Integrated Software Specialists, Inc.

Authorized Signature

Michael D. Locascio
Print Name

Chief Executive Officer
Title

4/22/09
Date

10.6. Survival. Any provision of this Agreement that by its very nature or context is intended to survive any termination, cancellation or expiration thereof, shall so survive, and shall apply to respective successors and assigns.

10.7. Notices. Legal notices given by the parties to one another in connection with this Agreement shall be given in writing and delivered via return receipt mail or express delivery service to the parties' respective addresses first set forth above or to such other address as the parties may substitute by giving notice to one another in accordance with this Section 10.7.

10.8. Funding. In the event that funds are not allocated by the McHenry County Board for the transactions contemplated hereunder, this Agreement will, at the option of Customer, be deemed null and void.

IN WITNESS WHEREOF, the parties have executed this Support Agreement as of the date set forth above.

County of McHenry, a body politic	**Integrated Software Specialists, Inc.**
Authorized Signature	Authorized Signature
Kenneth D Koehler Print Name	Michael D. Locascio Print Name
County Board Chairman Title	Chief Executive Officer Title
04/21/2009 Date	Date

SCHEDULE 4

FEES

Annual Support Period 1:	$240,000 per Support Period
Annual Support Periods 2-6:	$240,000 per Support Period

Support fees are to be paid a set forth in Section 5 of the Support Agreement as follows: The first payment will be in the amount of $140,000 and shall be made prior to the start of the first Support Period, semi-annual payments made thereafter will be in the amount of $120,000 each and shall be made on December 1 and June 1 of each Support Period, with the final payment being reduced on a pro rata basis to reflect the remaining term of the then-current Support Period. Any undisputed amounts payable by Customer under this Agreement that remain unpaid for more than thirty (30) days following the applicable due date shall be subject to late payment fees equal to two percent (2%) interest per month (or, if less, the maximum rate allowed by applicable law) for each such month these amounts (or any portion thereof) remain unpaid thereafter.

EXHIBIT A

SUPPORT TERMS AND CONDITIONS

ISS will provide Support for the ICIS System as described below. The initial effective date of Support is the Effective Date.

1. **Definition of ICIS System**

ICIS (Integrated Court Information System) is defined as set forth in the License Agreement

2. ***Description of Support Services Provided***

A. **Error Corrections**. ISS shall correct any Errors, reported by the Customer in the ICIS System in accordance with the priority level reasonably assigned to such Error by Customer and reasonably agreed to by ISS. Any remote access by ISS shall be subject to Customer's security policies and procedures.

ISS support infrastructure will be housed at ISS' Advanced Technology Solution Center (ATSC) and will include ISS' issue reporting, tracking and change management system and authorized remote access into Customers ICIS production environment for analysis and troubleshooting, ISS' ICIS development and QA environments, and various ISS skilled technical personnel to assist in resolving ICIS escalated issues as needed.

B. **Exceptions and Customer Options.**

C. **ICIS System Updates**. ISS will provide, at no additional cost and as appropriate, one (1) electronic copy of all published revisions to the printed Documentation and one (1) electronic copy of, or authorization to copy, new releases of the ICIS System ("Updates"). Installation of Updates into the production version of the ICIS system will be Customer's responsibility.

D. **Telephone Hotline Support**. Except as applicable to Level 1 and 2 Errors, ISS will provide telephone assistance to Customer during Customer business hours, defined herein as 7:00 AM to 4:00 PM Central Standard Time, Monday through Friday and in accordance with Customer's annual calendar days of operations. The ISS Telephone Hotline Support number is (847) 558-5345. ISS Support personnel are available to answer questions related to the ICIS System supported products and how they perform with compatible hardware systems.

E. **Support Responsibilities between Customer and ISS.** Support is categorized into three areas to enable distinction of responsibilities: 1) Application, 2) Technology, and 3) Operations. A clarification of ISS and Customer responsibilities under this Agreement is outlined in Figure 1 below.

Category	ISS	Customer
Application ICIS Functionality – The function delivered within the ICIS application as Release 1 and Release 2.	• ICIS system (as defined in the License Agreement • Application Interface – Application interfaces delivered as a part of ICIS Release 1 and Release 2, including Web Services. o Court Calls o APS Interface o Traffic Safety School o VINE Interface o IVR Web Service Interface o Amcore Interface o State Disbursement Unit (SDU) o Statute Table Upload o Automated Disposition Reporting (ADR)	• All components external to ICIS system (software, interfaces, and infrastructure) including all Visual Basic and .NET programs and other external or 3rd party interfaces or technology, including: o Monthly Dispositions o Monitor o Live Scan o Child Support Documents o Child Support in Court o Notices o Law Bulletin o Jail Court Calls o Illinois Reports
Technology ICIS Architecture and Framework Components	• ICIS architecture • Enterprise Services Bus (ESB) • Rules Engine • iBuild™ • Reporting suite • Security Framework • Web Services	
Operations Day to day production operations		• All Operating System Software and other vendor or open source software, including SuSE Linux Enterprise Server (SLES) • All Hardware

Category	ISS	Customer
		• All Infrastructure servers and related hardware software and environment including production, Quality Assurance, testing and development environments; support software including all telecommunications; Internet communications servers, virus protection software; monitoring tools and management software; Citrix connectivity infrastructure and production staging environments, including hardware, communications connectivity and software required for ISS to be able to perform these services, including remote trouble shooting, electronic delivery of patches and upgrades, remote testing, and remote production environment monitoring. • Other 3rd Party software • All database servers including but not limited to SQL Server RDMS • Backup Recovery • Monitoring Performance and Availability

Figure 1: Responsibilities

3. **Priority Levels of Errors**

A. **Service Level Response Times.** In accordance with the terms hereof, ISS will acknowledge Errors and provide modifications, error corrections, fixes or Workarounds to remedy such Errors. ISS will respond to Customer's request for support upon receipt of an ICIS Incident Report as set forth below:

B. **Level of Priority**. Customer will specify the level of priority that it reasonably believes the Error deserves based on the following descriptions:

(a) Level 1 -- **Critical**: The Error renders the ICIS System unusable (down condition) in a production environment affecting multiple users. No workaround exists.

(b) Level 2 -- **Major**: But Not Critical: The Error affects a portion of the ICIS System and makes that portion of the ICIS System unusable. The production environment is operational or a workaround exists, but severely restricts production impacting one or more user. Important features of ICIS are not working properly and there are no acceptable, alternative solutions.

(c) Level 3 -- **Minor**: The Error is of minor nature and does not substantially affect the use of the ICIS System. Important features of ICIS are unavailable, but an alternative solution is available or non-essential features of ICIS are unavailable with no alternative solution. The Customer impact is minimal.

C. **Response Times**

Response Times for the various Priority Levels outlined above start after a Customer priority-coded Incident Report is created by the Customer and sent to ISS.

(a) Level 1. ISS will acknowledge the Error within twenty (20) minutes with actual assignment of personnel to respond, initiate action immediately thereafter, and provide a modification, Error correction, or workaround to all Level 1 Errors within four (4) hours of notification. Both Customer and ISS will actively engage their resources to remedy the Error as expeditiously as possible. If the Level 1 Error remains unremedied after 8 hours, then the situation shall be referred to the McHenry County Governance Committee. If the Level 1 Error remains unremedied after 48 hours (a "Commitment Failure"), then the McHenry County Governance Committee shall, at its option, assess a credit to Customer of 10% of the fees for that month (each, a "Service Level Credit"). In the event that five or more Commitment Failures occur within any six (6) month period (a "Service Default"), Customer may, at its option, either (i) receive a Service Level Credit for each such Commitment Failure, or (ii) have the right under this Agreement to terminate this Agreement under Section 9.2 for a material breach by ISS. Notwithstanding the foregoing, ISS shall still be responsible at all times for fulfilling its obligations hereunder.

(b) Level 2. ISS will acknowledge the Error within two (2) hours, initiate action and provide a workaround within eight (8) hours to Customer.

(c) Level 3. ISS will acknowledge the Error within eight (8) hours, and the parties shall mutually agree on an appropriate response time within which ISS shall provide a modification, Error correction, fix or workaround, including providing the correction in an Update of the ICIS System. If the applicable Level 2 or Level 3 response times are not met in the periods set forth herein, then the situation shall be referred to the McHenry County Governance Committee.

4. Customer Requirements

Customer understands that service level response and resolution times will be dependent upon Customer providing Error information and reasonable cooperation.

A. Customer will assign and provide a Customer Liaison Officer to interface with ISS Support Liaison Officer. The Customer Liaison Officer will be responsible to filter and document all requests and reported issues, follow the escalation process defined herein or as adjusted by ISS from time to time, submit electronic Incident Reports to ISS as required, participate in and coordinate Customer activities and resources to help troubleshoot and verify problems, establish and communicate priorities, and perform and coordinate Customer testing and implementation of new fixes, patches, or releases.

B. Customer will provide ISS' support team with reasonable access to and cooperation from Customer personnel, as required, such as the Users of the system, Subject Matter Experts, IT staff, etc. ISS will provide Customer with assistance in testing of new ICIS fixes, patches, upgrades or releases.

STATE OF ILLINOIS)
SS
COUNTY OF MCHENRY)

I, Katherine C. Schultz, County Clerk within and for said County and State aforesaid, do hereby certify the foregoing to be a true and complete copy of Resolution No. R-200904-41-138 Authorizing entering into a support agreement with Integrated Software Specialists Inc. and an emergency appropriation in the Court Document Storage Fund fiscal year 2009 budget. WHEREOF I have hereunto subscribed my hand and affixed the official seal of said County, at my office in Woodstock, Illinois this 22 day of April A.D, 2009.

Katherine C Schultz
McHenry County Clerk

R-200904-41-140

RESOLUTION
AUTHORIZING ENTERING INTO A SOFTWARE LICENSE AGREEMENT WITH INTEGRATED SOFTWARE SPECIALISTS, INC.

WHEREAS, the writing of the Integrated Court Information System (ICIS) software – Phase I has now been completed and is ready for implementation by the Circuit Clerk of Courts; and

WHEREAS, prior to the implementation of software, the producers of such software require a software license agreement be completed in order to allow the implementation process to begin; and

WHEREAS, the Circuit Clerk of Courts is now requesting to enter into the attached license agreement with Integrated Software Specialists, Inc. (attached hereto and made part of) for the Integrated Court Information System.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that the Chairman of the Board is hereby authorized to execute the attached software license agreement with Integrated Software Specialists, Inc. (attached hereto and made part of) for the Integrated Court Information System; and

BE IT FURTHER RESOLVED, as per the License Agreement, Integrated Software Specialists, Inc. grants to the County a perpetual, irrevocable, unrestricted, royalty-free license; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby requested to distribute a certified copy of this Resolution to the Circuit Clerk of Courts; the Chief Judge of the 22nd Circuit; the Trial Court Administrator; the Director of Information Technology; the Associate County Administrator-Finance; and the County Administrator.

DATED at Woodstock, Illinois, this twenty-first day of April, A.D., 2009.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("**Agreement**"), effective as of April 22, 2009 ("**Effective Date**"), is made by and between Integrated Software Specialists, Inc., 1901 N. Roselle Road, #450, Schaumburg, Illinois 60195 ("**ISS**") and the County of McHenry, a body politic, McHenry County Government Center, 2200 N. Seminary, Woodstock, Illinois 60098 ("**Customer**"), and sets forth the terms and conditions under which ISS licenses to Customer use of the ICIS System.

1. **DEFINITIONS**

1.1. "**Acceptance Date**" means the date five (5) business days following the Go Live date of the ICIS System.

1.2. "**Custom Software**" means customized or modified versions of the ICIS System (other than modified by an Enhancement Release or Major Release hereunder).

1.3. "**Customer Materials**" means all content provided by or on behalf of Customer for use in the performance of the Services, including without limitation all Customer trademarks, service marks, logos, typeface/fonts, images and text, including all Customer data stored in the ICIS System.

1.4. "**Documentation**" means the explanatory and informational materials provided by ISS concerning the ICIS System, in printed or electronic format, describing the ICIS System or furnished with the ICIS System, including without limitation, Entity Relationship Diagram(s), and any other documentation necessary for Customer to operate the ICIS System in accordance with the Specifications for the ICIS System and each component thereof.

1.5. "**ICIS System**" means the (a) machine-readable object code version of ISS' computer software set forth on Schedule 1.1 hereto, and (b) all corrections, modifications, enhancements, features and upgrades of every nature, (c) any Custom Software, (d) any Open Source Software, (e) any third party software provided by ISS, and (f) the applicable Documentation.

1.6. "**Services**" means the services to be provided by ISS hereunder or under the Support Agreement (including Support), or any SOW.

1.7. "**SOW**" means any statement of work or similar document between ISS and Customer.

1.8. "**Specifications**" means the functional specifications for the ICIS System, attached hereto as Schedule 1.8.

1.9. "**Support**" shall have the meaning given such term in the Support Agreement entered into between Customer and ISS in the form attached hereto as Exhibit A ("**Support Agreement**").

1.10. "**System Configuration**" means a description of the equipment and ICIS System to be provided by ISS attached hereto as Schedule 1.8, the System Environment Specifications (defined below) as determined by ISS, plus any required third party software and/or equipment to be provided by Customer, all of which is reflected in the Documentation.

1.11. "**System Environment Specifications**" means the required environment for proper operation of the ICIS System, as described in Schedule 1.8 and the Documentation, which includes the

Customer System (defined in Section 5.1(e) below).

1.12. **"Use"** means to host, load, use, install, execute, view, employ, utilize, store, display, or access the ICIS System.

1.13. **"User"** means an individual who is associated with Customer or affiliate as a full or part time employee, or subcontractor of Customer or affiliate employed by or providing Services, or a third party requiring access to the ICIS System in order to conduct business with Customer who, in each case, is assigned and authorized by Customer or affiliate to Use the ICIS System as permitted hereunder.

2. LICENSES AND RESTRICTIONS

2.1. Rights Granted.

(a) ISS grants to Customer a perpetual, fully-paid up worldwide, irrevocable, unrestricted, royalty-free license to Use the ICIS System for Customer's (and any third parties) business purposes, and to Use the Documentation to support Customer's Use of the ICIS System.

(b) This grant permits the Use of the ICIS System by Customer when it is performing consulting, administrative and data processing Services for affiliated and unaffiliated parties and other parties to the extent such parties require access to the ICIS System, as well as the representatives of such parties ("Permitted Use"). Customer is further permitted to allow such parties to access the ICIS System for Permitted Uses. In either event, the representations, indemnifications and warranties in this Agreement may be assigned or otherwise passed on to such third party users.

(c) Except as specifically set forth herein, ISS grants Customer the right to use the ICIS System without limitation as to (i) the number of Users, servers, workstations, and/or personal computers (including, but not limited to, portable computers) upon which the ICIS System may be operated from; and (ii) the location of such users, servers, processors, workstations, and/or personal computers.

(d) Use any Updates (as defined in the Support Agreement) provided pursuant to the Support Agreement and subject to all of the provisions of this Agreement.

(e) Customer may use the ICIS System for its internal business purposes only, and will not, except as specifically permitted in this Section 2.1, sublicense, redistribute, or otherwise allow third parties to use the ICIS System, whether on a time sharing, remote job entry or service bureau arrangement.

(f) Customer may create any number of copies of the ICIS System.

2.2. Intellectual Property. Customer acknowledges and agrees that the ICIS System, Custom Software, and all related source code, Documentation and any and all materials relating thereto, and any and all associated trademarks, service marks, copyrights, patent rights, trade secrets and other proprietary rights in or related to the ICIS System or Custom Software without limitation, are proprietary to ISS and shall remain at all times the sole, exclusive property of ISS or its licensors, whether or not specifically recognized or perfected under applicable law. Customer agrees to take or cause to be taken reasonable precautions to comply with all copyright, trademark, trade secret, patent and other laws necessary to protect the ICIS system

and related marks, including any and all information contained therein, and agrees not to remove, conceal, or obliterate any copyright, credit line, date line or other proprietary notice included in the ICIS system. ISS acknowledges and agrees that the Customer Materials and any and all materials relating thereto, and any and all associated copyrights and patent rights in all of the foregoing, are proprietary to Customer and shall remain at all times the sole, exclusive property of Customer.

2.3. All rights and licenses granted under or pursuant to this Agreement by ISS to Customer are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, or replacement provision therefor (the "Bankruptcy Code"), licenses to rights to "intellectual property" as defined in the Bankruptcy Code. The parties agree that Customer, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The parties further agree that, in the event of the commencement of bankruptcy proceedings by or against ISS under the Bankruptcy Code, Customer shall be entitled to retain all of its rights under this Agreement.

2.4. ISS agrees to maintain at Customer's expense copies of the executable object code and source code (collectively, the "Code") for the ICIS System, and all updates in both human and machine readable form, and any and all documentation therefore, in escrow for the benefit of Customer. ISS shall deposit a copy of the Code, at Customer's expense, with a mutually acceptable escrow agent. The terms of such escrow arrangement shall be set forth in a mutually agreed upon source code escrow agreement (the "Escrow Agreement"), including, without limitation, appropriate confidentiality provisions; provided, however, that such Escrow Agreement shall contain the Release Conditions (as defined below) set forth below. Customer shall be entitled to receive a copy of the Code for the ICIS System, and ISS hereby grants to Customer a nonexclusive, license to Use or modify the Code for maintaining the ICIS System in connection with Customer's Use of the ICIS System (the "ISS Code License") if (i) ISS ceases doing business in the ordinary course; or (ii) ISS becomes a party to any bankruptcy or receivership proceedings which are not dismissed within sixty (60) days, and fails to resume providing the maintenance Services hereunder or under the Support Agreement for ten (10) days following receipt of written notice from Customer of such abandonment ((i) and (ii) of this sentence are, collectively, the "Release Conditions"). If the Code is released pursuant to the Release Conditions under the Escrow Agreement, Customer may, under ISS Code License, disclose ISS Code to a third party for maintaining and enhancing the ICIS System in connection with Customer's and enhancement of the ICIS System.

2.5. At Customer's request, ISS shall provide professional services (not otherwise constituting Support) as requested by Customer, as may be more particularly described in any applicable SOW executed by Customer and ISS or in a writing between the parties (the "Consulting Services"). Such Consulting Services will be provided at the hourly rate of $125.00. Each SOW or other writing will in incorporate by this reference all the terms and conditions of this Agreement and will set forth, as applicable: (i) the scope of Consulting Services to be performed under such SOW or other writing; (ii) the estimated hours such Consulting Services are to be provided; (iii) any tangible item to be delivered to Customer by ISS under such SOW or other writing (a "Deliverable"); (iv)

any costs or expenses that will be reimbursed to ISS above the applicable hourly rate or fixed price set forth in the SOW or other writing; and (v) such other details as the parties deem reasonably necessary.

3. FEES

ISS acknowledges and agrees that Customer has fully paid all license fees for the ICIS System.

4. MAINTENANCE SUPPORT SERVICES

ISS will provide Support for the ICIS System pursuant to the terms and conditions of the Support Agreement. Custom Software shall be supported under the terms and conditions of this Agreement and the Support Agreement.

5. WARRANTY AND LIMITATION OF WARRANTY

5.1. Representations, Warranties and Covenants.

(a) ISS represents, warrants and covenants that it has a business continuity plan that addresses the continuation of Services if an incident (act or omission) impairs or disrupts ISS's provision of Services ("BCP Plan"). A summary of ISS's BCP Plan will be provided to Customer upon Customer's request. ISS warrants that the BCP Plan conforms to generally-accepted industry standards for business continuity planning.

(b) ISS represents and warrants that (i) the ICIS System will perform substantially in conformance with the Specifications and will make corrections to errors as defined, specified and in accordance with the terms of the Support Agreement; (ii) it will perform the services ordered hereunder in a good and workmanlike manner; and (iii) the deliverables delivered in the context of any professional services ordered or covered hereunder will perform in accordance with the specifications set forth in the applicable addendum or Statement of Work delivered therewith.

(c) ISS represents, warrants and covenants that it is the owner of the ICIS System or an authorized licensee thereof with full right to license such ICIS System to Customer as provided in this Agreement, and that neither such ICIS System or any part thereof, nor Customer's Use thereof, infringes or misappropriates any copyright, patent, trade secret, mask work or other proprietary right of any third party. ISS, at its expense, will indemnify, defend and hold harmless Customer from and against any third party claims or actions that the ICIS System or Customer's Use thereof within the scope of this Agreement infringes or unlawfully misappropriates such party's patent, copyright, trademark, or trade secret, and will pay amounts awarded to such party by a court of appropriate jurisdiction to the extent based on such claims or otherwise included in a settlement of such claims approved by ISS, provided that: (a) Customer notifies ISS in writing promptly upon becoming aware of such a claim; (b) ISS has sole control of the defense and all related settlement negotiations; and (c) Customer provides ISS with the reasonable assistance, information and authority necessary to perform the obligations of ISS under this paragraph. Reasonable out-of-pocket expenses incurred by Customer in providing such assistance will be reimbursed by ISS. ISS shall have no liability under this Section 5.1(c) for any claim to the extent based, in whole or in part, on: (a) use of the ICIS System outside the scope of this Agreement; (b) use of a superseded or altered (other than by or at the

direction of ISS) release of the ICIS System, if the infringement would have been avoided by the use of the current release of the ICIS System made available by ISS to Customer allowing Customer a reasonable amount of time to implement such current release; (c) the combination, operation, or use of the ICIS System with software, hardware, or other materials not furnished or recommended by ISS if such infringement would have been avoided by the use of the ICIS System without such software, hardware or other materials; or (d) any modification of the ICIS System not made by or at the direction of ISS. In the event any such claim is made, ISS shall take one of the following actions at its sole cost and expense: (i) modify the ICIS System to be non-infringing; (ii) obtain for Customer a license to continue using the ICIS System, or (iii) replace the ICIS System with non-infringing software substantially complying with the ICIS System's Specifications without the loss of features or functionality; or (iv) terminate the license for the infringing ICIS System and refund to Customer the following amount, determined by the period in which such termination occurs from the Effective Date of this Agreement: $50,000 - Year 1, $40,000 - Year 2, $30,000 - Year 3, $20,000 - Year 4, $10,000 - Year 5, and $0 - Year 6 and beyond. Notwithstanding the foregoing, in the event of any such third party claims that ISS believes may require it to exercise any of the remedies set forth in this Section 5.1(c), ISS shall take an opportunity to notify Customer of such claims, confer with Customer regarding the potential remedies hereunder, and periodically update Customer related to any such third party claims (or Customer may otherwise inquire as to the status of such matters).

(d) Open Source Software. As part of the ICIS System, ISS may supply to Customer or incorporate certain open source software, including tools and technology as identified on Schedule 1.1 hereto ("Open Source Software"). ISS has disclosed to Customer and Customer has accepted ISS' use of Open Source Software in the development, delivery and ongoing operation of ICIS. ISS represents, warrants and covenants that Customer's Use of the ICIS system as provided hereunder will not violate the terms of the applicable Open Source Software license.

(e) ISS represents, warrants and covenants that the ICIS System will at all times perform substantially in accordance with the Specifications and remain compatible with the System Configuration and the hardware and software identified on Schedule 5.1(g) hereto (collectively, the "Customer System"). In the event that the ICIS System at any time does not perform in accordance with the Specifications or remain compatible with the System Configuration and the Customer System, ISS shall, as part of Support services and at no cost to Customer, make such modifications, adjustments or additions necessary to make the ICIS System conform to the Specifications and remain compatible with the System Configuration and the Customer System.

(f) ISS represents, warrants and covenants that upon initial delivery, the ICIS System is free from computer viruses introduced into the ICIS System as a result of the acts of ISS, its agents or employees and that the ICIS System is free of software traps, time-bombs, technically limiting devices and/or viruses, worms, or code (including any disabling device or code whatsoever) which would interfere with the intended use of the ICIS System in accordance with the Specifications or which destroy or alter Customer's data. ISS, its agents or employees shall not deactivate the ICIS System fully, in part, or in any other

manner. Further, ISS, its agents or employees shall not introduce or install at any time deactivation device(s) or similar program(s). In no event shall ISS, its agents or employees or anyone acting on its behalf, disable any other software or hardware used by Customer.

(g) Customer acknowledges acceptance that ISS has delivered the ICIS system with 2-digit date fields ("Non-Y2K Compliance") specifically as it pertains to Case-ID and Case-ID fields at the request and insistence of Customer. A 2-digit year is used as the basis for all case numbers assigned by the Circuit Clerk per Part 1, Section B of the Administrative Office of the Illinois Courts' Manual on Recordkeeping, which is a General Administrative Order of the Illinois Supreme Court with specific guidelines for how court records should be maintained.

(h) In the event that during the term of this Agreement, ISS becomes aware of an event, occurrence, error, defect or malfunction in the ICIS System that may adversely affect Customer, then ISS will promptly provide Customer with written notice of the event, occurrence, error, defect or malfunction and the possible adverse effect, as well as a proposed remedy therefore.

5.2. **DISCLAIMER OF WARRANTIES.**

THE WARRANTIES HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, AND ISS AND CUSTOMER EACH DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.

6. **LIMITATION OF LIABILITY**

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ISS'S AND CUSTOMER'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THIS AGREEMENT AND THE SUPPORT AGREEMENT. THE LIMITATION OF DAMAGES PROVISIONS SET FORTH IN THIS AGREEMENT SHALL NOT BE APPLICABLE TO ANY DAMAGES RESULTING FROM INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, ANY INDEMNITY OBLIGATIONS HEREUNDER, OR VIOLATIONS OF THE SYSTEM SECURITY AND CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT.

7. **TERM AND TERMINATION**

7.1. Term. This Agreement will remain in effect (the "Term") until terminated as provided herein. The licenses granted hereunder shall remain in effect perpetually.

7.2. This Agreement may be terminated by either party (i) upon material breach by

the other party of a term hereof or of any other agreement between the parties which breach has not been cured within thirty (30) days of receipt of written notice reasonably identifying and describing such breach; (ii) immediately upon written notice, in the event that the other party files for bankruptcy or for protection against its creditors and such is not dismissed within sixty (60) days; or (iii) as may be mutually agreed. Notwithstanding anything to the contrary contained elsewhere herein, even if any dispute arises between the parties, in no event nor for any reason shall ISS, at any time during the Term, halt, interrupt, or suspend the provision of Services to Customer, or perform any other action that prevents, impedes, impairs, reduces or limits in any way the provision of Services or Customer's ability to conduct its business and activities (other than such minimal, routine interruptions as may be necessary and appropriate in order for ISS to provide the Services).

7.3. Termination Assistance. During the twenty-four (24) month period prior to or following the termination date of this Agreement or the Support Agreement, ISS will provide to Customer and/or a successor provider such termination assistance as may be reasonably requested and agreed to in writing by ISS and Customer, subject to payment by Customer of ISS's reasonable charges as agreed to by Customer. Such termination assistance (collectively, the "Termination Assistance Services") shall include (at the option of Customer) the timely performance of the following: (a) Developing a mutually acceptable plan for the orderly transition of Customer's information technology operations from ISS to Customer and/or a successor provider; (b) Providing reasonable training to Customer's personnel in the performance of the Services then being performed by ISS; (c) Furnishing Customer with duplicates of magnetic tapes or printouts of their data base or providing Customer with the Customer data in a form deemed reasonably appropriate by Customer; (d) Transferring to Customer all administrative access for Customer's systems; and (e) Providing data extracts for any Customer data residing in ISS machines and software.

7.4. Survival. Any provision of this Agreement that by its very nature or context is intended to survive any termination, cancellation or expiration thereof, shall so survive, and shall apply to respective successors and assigns.

8. ASSIGNMENT

8.1. ISS or Customer may assign this Agreement to any subsidiary, parent company, or any successor to its interests in the subject matter. ISS may assign its right to payment hereunder or grant a security interest in this Agreement or such payment right to any third party.

9. GENERAL PROVISIONS

9.1. Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to its conflict of law rules. The exclusive jurisdiction and venue of all disputes resulting in litigation will be the state courts located in McHenry County, Illinois or Federal courts located in Rockford, Illinois.

9.2. To the extent that the terms of this Agreement conflict with the terms of any order form, exhibit or schedule, the terms of this Agreement shall be controlling. This Agreement supersedes all prior understandings, agreements and documentation relating to such subject matter, including any proposals or purchase orders. This Agreement may be executed in

one or more counterparts, each of which shall be deemed an original but, when taken together, shall constitute one and the same document. Facsimile signatures shall in all respects have the same weight, force and legal effect and shall be fully as valid, binding and enforceable as if such signed facsimile copies were original documents bearing original signatures. In the event that any provision of this Agreement shall be held to be void or unenforceable by a court of law, such provision shall be eliminated and shall not affect the validity of any remaining provision.

9.3. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Proposed modifications or amendments to this Agreement, including the terms of any proposal or purchase order, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties. The headings in this Agreement are for purposes of reference only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof.

9.4. A party shall be excused for delays in the performance of its obligations hereunder to the extent due to causes beyond its reasonable control and which could not have been avoided through the exercise of reasonable care, such as acts of God, acts or omissions of civil or military authorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, or the unavailability of necessary labor, materials, or manufacturing facilities (the "Force Majeure"). The party whose performance is being adversely affected shall (i) promptly notify the other of the nature of the Force Majeure and the obligations adversely affected thereby; (ii) make all reasonable efforts to resume performance as soon as is reasonably possible and mitigate the adverse effects of the Force Majeure.

9.5. Confidentiality.

(a) In the performance of this Agreement, each party may have access to confidential, proprietary or trade secret information owned or provided by the other party relating to software products, object code, source code, business plans, financial information, specifications, flow charts and other data, in addition to the terms and conditions of this Agreement ("Confidential Information"). All materials exchanged by the parties shall be presumed confidential unless otherwise expressly agreed or if a reasonable person would deem such information not confidential. Each party ("Recipient") which receives Confidential Information from the other party (the "Disclosing Party") agrees, with respect to such Confidential Information to (a) use such Confidential Information only for purposes of fulfilling its obligations under this Agreement; (b) use the same methods and degree of care to prevent disclosure of such Confidential Information as it uses to prevent disclosure of its own proprietary and confidential information, but not less than a reasonable degree of care; (c) disclose Confidential Information to its employees, agents and contractors only on a need-to-know basis and not to disclose any Confidential Information to any other third party without the prior written consent of the Disclosing Party; and (d) return any Confidential Information in tangible form to the Disclosing Party upon request and to retain no copies, compilations or reproductions thereof. A Recipient shall not be obligated to treat information as Confidential Information if such information: (i) was rightfully in the Recipient's possession or was rightfully known to Recipient, on a non-confidential

basis, prior to receipt from the Disclosing Party; (ii) is or becomes public knowledge without the fault of the Recipient; (iii) is or becomes rightfully available to the Recipient without confidential restriction from a source not under the Disclosing Party's control or obligated to the Disclosing Party to keep such information confidential; (iv) is independently developed by the Recipient without use of the Confidential Information disclosed hereunder; provided, however, that the burden of proof of such independent development shall be on the Recipient; or (v) is disclosed pursuant to court or government action; provided, however, that the Recipient gives, unless prohibited from so doing, the Disclosing Party reasonable prior notice of disclosure pursuant to such court or government action. Each party will notify the other of any breach of this Section. Each of Customer and ISS agrees that any Confidential Information of a party that is in the possession of any representative shall remain the property of such party, and shall be returned immediately upon demand by Disclosing Party or, if not earlier demanded, upon expiration or termination of this Agreement.

(b) Each of Customer and ISS acknowledges that a breach of the confidentiality provisions of this Agreement may result in serious and irreparable harm to the other party for which there is no adequate remedy at law. In the event of such a breach, the other party shall be entitled to seek any temporary or permanent injunctive or other equitable relief in addition to any monetary damages hereunder. ISS agrees that its Consultants' access to Customer's premises shall comply with all security measures required by Customer or any third party to protect Confidential Information or other proprietary property of Customer or of third parties in Customer's possession.

(c) ISS shall store all Customer Confidential Information in a physically secure environment that protects it from unauthorized access, modification, theft, misuse and destruction. In addition to the general standards set forth above, ISS shall maintain an adequate level of physical security controls over its facility including appropriate alarm system, fire suppression, and access controls (including off-hour controls). Further, ISS shall maintain an industry standard level of data security controls, including logical access controls including user sign-on identification and authentication, data access controls (e.g., password protection of applications, data files and libraries), accountability tracking, anti-virus software, secured printers, restricted download to disk capability and provision for system software backup.

9.6. Notices. Legal notices given by the parties to one another in connection with this Agreement shall be given in writing and delivered via return receipt mail or express delivery service to the parties' respective addresses set forth above or to such other address as the parties may substitute by giving notice to one another in accordance with this Section.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Software License Agreement as of the Effective Date.

COUNTY OF MCHENRY, a body politic

Authorized Signature

Kenneth D Koehler
Print Name

County Board Chairman
Title

04/21/2009
Date

INTEGRATED SOFTWARE SPECIALISTS, INC.

Authorized Signature

MICHAEL D. LOCASCIO
Print Name

CEO
Title

2/22/09
Date

SCHEDULE 1.1

ICIS System

ICIS (Integrated Court Information System) is defined as the Court Case Management System, represented as ICIS Version 2.0. The Version designates ISS' code level delivered to the Customer. The ICIS System (Production Environment), defined for this Agreement, is as follows:

- ICIS System – The application code delivered to the Customer as Release 1, which includes
  - Automated Disposition Reporting
  - Court Calls
  - APS Interface
  - Traffic Safety School
  - VINE Interface
  - Amcore Interface
  - IVR Web Service Interface
  - State Disbursement Unit (SDU)
  - Statute Table Upload
  - Release 2 upgrades to ICIS
- Application Interface – Application interfaces delivered as a part of ICIS Release 1 and Release 2, including Web Services
- ICIS Architecture & Framework Components
  - ICIS architecture
  - Enterprise Services Bus (ESB)
  - Rules Engine
  - iBuild™
  - Reporting suite
  - Security Framework
  - Web Services

SCHEDULE 1.8

Specifications

[See attached SRS's]

EXHIBIT A

Support Agreement

STATE OF ILLINOIS)
SS
COUNTY OF MCHENRY)

I, Katherine C. Schultz, County Clerk within and for said County and State aforesaid, do hereby certify the foregoing to be a true and complete copy of Resolution No. R-200904-41-140 Authorizing entering into a Software License Agreement with Integrated Software Specialists, Inc..
WHEREOF I have hereunto subscribed my hand and affixed the official seal of said County, at my office in Woodstock, Illinois this 22 day of April A.D, 2009.

Katherine C Schultz
McHenry County Clerk

ADDENDUM A

ISS iJustice Support Agreement Extension #1
For Support Agreement No. MC05090001

This amendment pertains to the extension of the Support Agreement No. MC05090001 ("**Support Agreement**"), and shall be effective as of May 1, 2015 ("**Effective Date**").

1. **Renewal and Cancellation of Support.** The following paragraph is added to Section "6. Renewal and Cancellation of Support" of the Support Agreement:

"Support Period Extension #1: The Support period shall be extended to commence on 5/1/2015 ("Effective Date") and shall end on the one (1) year anniversary of the Effective Date. Support will automatically be renewed for five (5) successive 1 year Support Periods unless terminated by Customer effective after the third anniversary of the Effective Date hereof by providing ISS with ninety (90) days prior written notice. Customer shall be entitled to a refund for any prepaid Support."

2. **Section 4.2 (Consulting Services Rate)**: The second sentence in Section 4.2 of the Support Agreement which reads: "Such Consulting Services will be provided at the hourly rate of $125.00", is removed and replaced with the following sentence: "Such Consulting Services will be provided at the hourly rate of $130.00".

3. **SCHEDULE 4 (fee and payment Schedule).** The following is added to SCHEDULE 4 of the Support Agreement:

Support Period Extension #1:

Software and Services		
Software Licenses	Effective Date	License Fees
		One-Time Fee
Licensed Software		
iJustice® Enterprise Court Case Management Suite	5/1/2015	
iJustice® Enterprise Probation Case Management Suite	5/1/2015	
iJustice® Enterprise Specialty Court Case Management Suite (customized for McHenry Drug and Mental Health Courts)	5/1/2015	
iJustice® Sentencing Order, eGuilty, Order of Protection, Civil eFiling, ADR)	5/1/2015	
iJustice® iJEEB™ - Integrated Justice Enterprise Exchange Broker Suite (V1.0)	5/1/2015	
iJustice® Enterprise (Integrated Justice) Exchanges (approx. 30)	5/1/2015	
iJustice® iDocument™ for McHenry Specialty Courts	5/1/2015	
iJustice® iNotification™ for McHenry Specialty Courts	5/1/2015	
		$ 0

Maintenance and Support	
Ongoing Support or Subscription Type	Annual Fees
Annual Maint & Support	M&S Fee
Support Periods (year) 1	$ 270,000
Support Periods (years) 2 thru 5	$ 290,000
Support Periods (years) 1 thru 5	$ 40,000
Support Periods (years) 1 thru 5	$ 10,000
Support Periods (years) 1 thru 5	Included
Support Periods (years) 1 thru 5	Included
Support Periods (years) 1 thru 5	Included
Support Periods (years) 1 thru 5	Included
Support Periods (years) 1 thru 5	Included

Total License Fees	$ 0
Annual Subscription License Fees	$ 0

Annual Maintenance & Support Fees:	
Gross Total – Year #1	$ 320,000
Year #1 Adj. for May 2015	$ - 20,000
Net Total – Year #1	$ 300,000
Total – Years 2 thru 5	$ 340,000

Extended Annual Support Period 1; beginning 5/1/2015:	$300,000 per Support Period
Extended Annual Support Periods 2-5:	$340,000 per Support Period

Support fees are to be paid as set forth in Section 5 of the Support Agreement as follows: The first payment will be in the amount of $225,000 (75% of $300,000 - the net total due for year #1) and shall be made prior to the start of the first Support Period. The second payment will be in the amount of $75,000 (25% of $300,000 - the net total due for year #1) and shall be made on or before December 1, 2015. Annual payments made thereafter will be in the amount of $340,000 each and shall be made on or before May 1 of each Support Period. Any undisputed amounts payable by Customer under this Agreement that remain unpaid for more than thirty (30) days following the applicable due date shall be subject to late payment fees equal to two percent (2%) interest per month (or, if less, the maximum rate allowed by applicable law) for each such month these amounts (or any portion thereof) remain unpaid thereafter.

4. **General.** This Addendum is bound by all other terms and provisions of the Support Agreement.

IN WITNESS WHEREOF, the parties hereby cause this Exhibit A to be executed by their duly authorized representatives.

AGREED:	AGREED:
INTEGRATED SOFTWARE SPECIALISTS, INC.	**COUNTY OF McHENRY, A BODY POLITIC**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM A

ISS iJustice Support Agreement Extension #2
For Support Agreement No. MC05090001

This amendment pertains to the extension of the Support Agreement No. MC05090001 ("**Support Agreement**"), and shall be effective as of May 1, 2021 ("**Effective Date**").

1. **Renewal and Cancellation of Support.** The following paragraph is added to Section "6. Renewal and Cancellation of Support" of the Support Agreement:

Support Period Extension #2: The Support Period shall be extended commencing 05-01-2021 ("Effective Date") and shall end on 04-30-2025. The agreement will automatically extend for one additional year, 05-01-2025 through 04-30-2026, unless customer provides ISS with notice at least 90 days prior to 05-01-2025 that it does not wish to extend for the fifth year (05-01-2025 through 04-30-2026). Customer shall be entitled to a refund for any fifth year prepaid support in the event there is no fifth year extension.

2. **Section 4.2 (Consulting Services Rate)**: The second sentence in Section 4.2 of the Support Agreement which reads: "Such Consulting Services will be provided at the hourly rate of $125.00", is removed and replaced with the following sentence: "Such Consulting Services will be provided at the hourly rate of **$130.00**".

3. **SCHEDULE 4 (fee and payment Schedule).** The following is added to SCHEDULE 4 of the Support Agreement:

Support Period Extension #2:

Software and Services		
Software Licenses	Effective Date	License Fees
Licensed Software		One-Time Fee
iJustice® Enterprise Court Case Management Suite	5/1/2021	
iJustice® Enterprise Probation Case Management Suite	5/1/2021	
iJustice® Enterprise Specialty Court Case Management Suite (customized for McHenry Drug and Mental Health Courts)	5/1/2021	
iJustice® Sentencing Order, eGuilty, Order of Protection, Civil eFiling, ADR)	5/1/2021	
iJustice® iJEEB™ - Integrated Justice Enterprise Exchange Broker Suite (V1.0)	5/1/2021	
iJustice® Enterprise (Integrated Justice) Exchanges (approx. 30)	5/1/2021	
iJustice® iDocument™ for McHenry Specialty Courts	5/1/2021	
iJustice® iNotification™ for McHenry Specialty Courts	5/1/2021	

Maintenance and Support	
Ongoing Support or Subscription Type	Annual Fees
Annual Maint & Support	M&S Fee
Support Periods (year) 1	$ 290,000
Support Periods (years) 2	$ 304,500
Support Periods (years) 3 thru 4	$ 320,000
Support Periods (years) 5	$ 337,000
Support Periods (year) 1	$ 40,000
Support Periods (years) 2	$ 42,000
Support Periods (years) 3 thru 4	$ 44,000
Support Periods (years) 5	$ 46,000
Support Periods (year) 1	$ 10,000
Support Periods (years) 2	$ 10,500
Support Periods (years) 3 thru 4	$ 11,000
Support Periods (years) 5	$ 12,000
Support Periods (years) 1 thru 5	Included
Support Periods (years) 1 thru 5	Included
Support Periods (years) 1 thru 5	Included
Support Periods (years) 1 thru 5	Included
Support Periods (years) 1 thru 5	Included

iJustice® iSchedule™	5/1/2021	$ 0	Support Periods (years) 1 thru 5	Included

Total License Fees	$	0
Annual Subscription License Fees	$	0

Annual Maintenance & Support Fees:		
Net Total – Year #1	$	340,000
Net Total – Year #2	$	357,000
Net Total – Years #3 and #4	$	375,000
Net Total – Year #5	$	395,000

Extended Annual Support Period 1; beginning 5/1/2021:	$340,000 per Support Period
Extended Annual Support Period 2:	$357,000 per Support Period
Extended Annual Support Periods 3-4:	$375,000 per Support Period
Extended Annual Support Period 5:	$395,000 per Support Period

Support fees are to be paid as set forth in Section 5 of the Support Agreement as follows: The first payment will be in the amount of $340,000 (the net total due for year #1) and shall be made prior to the start of the first Support Period. Annual payments made thereafter will be in the amounts stipulated in the fee and payment schedule and shall be made on or before May 1 of each Support Period. Any undisputed amounts payable by Customer under this Agreement that remain unpaid for more than thirty (30) days following the applicable due date shall be subject to late payment fees equal to two percent (2%) interest per month (or, if less, the maximum rate allowed by applicable law) for each such month these amounts (or any portion thereof) remain unpaid thereafter.

4. **General**. This Addendum is bound by all other terms and provisions of the Support Agreement.

IN WITNESS WHEREOF, the parties hereby cause this Exhibit A to be executed by their duly authorized representatives.

AGREED:

INTEGRATED SOFTWARE SPECIALISTS, INC.

By: _____

Name: _____

Title: _____

Date: _____

AGREED:

COUNTY OF McHENRY, A BODY POLITIC

By: _____

Name: _____

Title: _____

Date: _____

ADDENDUM A

ISS iJustice Support Agreement Extension #3
For Support Agreement No. MC05090001

This amendment pertains to the extension of the Support Agreement No. MC05090001 ("**Support Agreement**"), and shall be effective as of May 1, 2026 ("**Effective Date**").

1. **Renewal and Cancellation of Support.** The following paragraph is added to Section "6. Renewal and Cancellation of Support" of the Support Agreement:

"Support Period Extension #3: The Support Period shall be extended commencing 05-01-2026 ("Effective Date") and shall end on 04-30-2031.

2. **Section 4.2 (Consulting Services Rate)**: The second sentence in Section 4.2 of the Support Agreement which reads: "Such Consulting Services will be provided at the hourly rate of $125.00", is removed and replaced with the following sentence: "Such Consulting Services will be provided at the hourly rate of $140.00".

3. **SCHEDULE 4 (fee and payment Schedule).** The following is added to SCHEDULE 4 of the Support Agreement:

Support Period Extension #3:

Software and Services		
Software Licenses	Effective Date	License Fees
		One-Time Fee
Licensed Software		
iJustice® Enterprise Court Case Management Suite	5/1/2026	
iJustice® Enterprise Probation Case Management Suite	5/1/2026	
iJustice® Enterprise Specialty "Problem Solving" Court Case Management Suite: • DUI Courts • Drug Courts • Mental Health Courts	5/1/2026	
iJustice® Automated Disposition Reporting (ADR)	5/1/2026	
iJustice® Sentencing Order	5/1/2026	
iJustice® eGuilty	5/1/2026	
iJustice® iSchedule™	5/1/2026	
iJustice® iDocument™	5/1/2026	
iJustice® iNotification™	5/1/2026	
		$ 0

Maintenance and Support	
Ongoing Support or Subscription Type	Annual Fees
Annual Maint & Support	M&S Fee
Support Periods (year) 1	$ 465,000
Support Periods (year) 2	$ 488,250
Support Periods (year) 3	$ 512,663
Support Periods (year) 4	$ 538,296
Support Periods (year) 5	$ 565,210
Support Periods (year) 1	$ 98,020
Support Periods (year) 2	$ 102,921
Support Periods (year) 3	$ 108,067
Support Periods (year) 4	$ 113,470
Support Periods (year) 5	$ 119,114
Support Periods (year) 1	$ 29,705
Support Periods (year) 2	$ 31,190
Support Periods (year) 3	$ 32,750
Support Periods (year) 4	$ 34,387
Support Periods (year) 5	$ 36,107
Support Periods (years) 1 thru 5	Included
Support Periods (years) 1 thru 5	Included
Support Periods (years) 1 thru 5	Included
Support Periods (years) 1 thru 5	Included
Support Periods (years) 1 thru 5	Included
Support Periods (years) 1 thru 5	Included

iJustice® Integrated Work Queues • Order of Protection • eFiling • Arrest Warrants • Search Warrants • Victim Named Secured • Expungement	5/1/2026		Support Periods (years) 1 thru 5	Included
iJustice® Enterprise Data Integrations and Exchanges: • eCitations (multiple vendors) • eFile IL • re:Search IL • Snap Pay • Correct Solutions • Approach the Bench • VINE • Traffic Safety School • Warrants (2) • CMS Services • OnBase • AOIC Pipelines for Courts (9) • AOIC Pipelines for Probation (10) • AOIC Pipelines for Problem Solving Courts (8)	5/1/2026		Support Periods (years) 1 thru 5	Included

Total License Fees	$	0
Annual Subscription License Fees	$	0

Annual Maintenance & Support Fees:	
Net Total – Year #1	$ 592,725
Net Total – Year #2	$ 622,361
Net Total – Year #3	$ 653,479
Net Total – Year #4	$ 686,153
Net Total – Year #5	$ 720,461

Extended Annual Support Period 1; beginning 5/1/2026:	$592,725 per Support Period
Extended Annual Support Period 2:	$622,361 per Support Period
Extended Annual Support Period 3:	$653,479 per Support Period
Extended Annual Support Period 4:	$686,153 per Support Period
Extended Annual Support Period 5:	$720,461 per Support Period

Support fees are to be paid as set forth in Section 5 of the Support Agreement as follows: The first payment will be in the amount of $592,725 - the net total due for year #1) and shall be made prior to the start of the first Support Period. Annual payments made thereafter will be in the amounts stipulated in the fee and payment schedule and shall be made on or before May 1 of each Support Period. Any undisputed amounts payable by Customer under this Agreement that remain unpaid for more than thirty (30) days following the applicable due date shall be subject to late payment fees equal to two percent (2%) interest per month (or, if less, the maximum rate allowed by applicable law) for each such month these amounts (or any portion thereof) remain unpaid thereafter.

4. **General.** This Addendum is bound by all other terms and provisions of the Support Agreement.

IN WITNESS WHEREOF, the parties hereby cause this Exhibit A to be executed by their duly authorized representatives.

AGREED:

INTEGRATED SOFTWARE SPECIALISTS, INC.

By: Michael D. Locasco

Name: MICHAEL D. LOCASCO

Title: CEO

Date: 3/27/2026

AGREED:

COUNTY OF McHENRY, A BODY POLITIC

By: Katherine M. Keefe

Name: Katherine M. Keefe

Title: Circuit Clerk

Date: 03-24-2026

RESOLUTION - SUPERMAJORITY

Resolution Authorizing ISS iJustice Annual Support and Maintenance FY 2025-26 Budget (41)

WHEREAS, the iJustice case management software (R1) was developed for the 22nd Circuit Court and Clerk of the Circuit Court for the purposes of allowing data sharing of files and eliminating duplicate work processes; and has been in use in the McHenry County Circuit Clerk's office since May 4, 2009; and

WHEREAS, the iJustice case management software (R1) Circuit Clerk's Office, (R2) Court Services, and (R3) Specialty Courts has been in use in McHenry County since May 4, 2009, February, 2010 and October, 2011 respectively with over 600 users in the McHenry County Court System; and

WHEREAS, the McHenry County Circuit Clerk and 22nd Judicial Circuit Court have benefited from an automated case management system, giving the Circuit Clerk and Court System additional operating efficiencies that have allowed for personnel reductions in the Circuit Clerk's office of 21.35 FTE over the past 15 years, at a personnel cost savings of over $1.2 million annually; and

WHEREAS, the McHenry County Circuit Clerk and 22nd Judicial Circuit Court's use of iJustice creates a more efficient court system and is in direct alignment with the McHenry County Strategic Plan Organizational Advancement Goal 1: *Identify strategies to enhance integration, coordination, communication, and information-sharing between County-wide departments;* and

WHEREAS, the Circuit Clerk's current support & maintenance contract addendum with Integrated Software Specialists, Inc., for the support and maintenance of the iJustice software covers years 2026 through 2030; and

WHEREAS, the Law and Government and Finance and Audit Committees have reviewed the said request.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that it hereby authorizes the McHenry County Circuit Clerk to pay annual support and maintenance to Integrated Software Specialists, Inc., 1251 N. Plum Grove Road, Suite 105, Schaumburg, IL 60173, for the iJustice case management software, at a cost not to exceed $592,725 in fiscal year 2025-2026, based upon satisfactory performance by the vendor; and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois, that $437,500 of said costs will be covered by Dept. 41, Fund 372, Main Account 432100 (Circuit Clerk Court Automation Fund - Computer Software Support & Maintenance), $26,725 from Dept. 41, Fund 373, Main Account 432100 (Circuit Court Clerk Oper & Admin Fund - Computer Software Support & Maintenance), $53,500 from budget line item Dept. 41, Fund 370, Main Account 432100 (Support Collection Service Fee Fund - Computer Software Support & Maintenance), and $75,000 from budget line item Dept 41, Fund 374, Main Account 432100 (Electronic Citation Fund – Computer Software Support & Maintenance); and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the Clerk of the Circuit Court; the Chief Judge of the 22nd Circuit; the 22nd Circuit Court Administrator; the County Auditor; the Chief Financial Officer; and

the 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

RESOLUTION

SUBJECT: Resolution Authorizing ISS iJustice Annual Support and Maintenance FY 2025-26 Budget (41)

Board / Committee Action Requested:
The attached Resolution is for payment of annual support & maintenance on the Circuit Clerk's iJustice case management software for the McHenry County Circuit Clerk, Court Services and 22nd Judicial Circuit Specialty Courts.

Background and Discussion: In 2007, the prior Circuit Clerk contracted with ISS (Integrated Software Specialists, Inc.) to develop a custom case management software package for the McHenry County Circuit Clerk's office. This project was completed in 2009, with iJustice software going live in the Circuit Clerk's office on May 4, 2009. At that time a 6-year support & maintenance contract was signed with ISS due to the new case management software being mission-critical to the operation of the Circuit Clerk's office and the entire court system. iJustice has more than 600 users including the Circuit Clerk's Office, Court Administration & Judges, Court Services and Specialty Courts who are entering data daily, along with the State's Attorney, Public Defender, Sheriff, Corrections, municipal police departments, private attorneys and public who are using the system for viewing documents and importing data.

When the Circuit Clerk went live with iJustice in 2009, it replaced a computer system that had been in use by the Circuit Clerk for almost 20 years, offering many new advancements in processes and efficiencies. During the 17 years since the Circuit Clerk system (R1) went live, a Probation system (R2) was added, which went live in January 2010, and later a Specialty Court system (R3), which went live in October 2011. In addition to those systems, integrations have been made with document management (OnBase), E-Citations, E-Filing (eFileIL & i2File), Electronic Order of Protections, Electronic Warrants, Electronic Criminal Complaints, State's Attorney and Public Defender case management systems, Electronic Criminal Sentencing Orders, credit card processing software, and Approach the Bench, which are a large group of integrated programs that use the data provided by the iJustice case management system.

There have been three addendums to the original contract, one five-year support and maintenance addendum which was signed with Integrated Software Specialists, Inc. (ISS) in 2015, covering annual support and maintenance on the iJustice software through 2020, and a second addendum signed in 2021, which covered support and maintenance through 2026, followed by a third addendum signed in 2026 which covers support and maintenance through 2030.

Impact on Human Resources: The Circuit Clerk's office has been able to reduce staff by 21.35 FTE over the past 15 years, largely due to efficiencies gained from our increased use of technology. iJustice and the Circuit Clerk's work with ISS has been at the forefront of this

increased technology use. We can work more efficiently and accomplish more work with less employees due to our increased use of technology, at minimally a personnel cost savings of over $1.2 million annually.

Impact on Budget (Revenue; Expenses, Fringe Benefits): iJustice support & maintenance costs are budgeted annually from the Court Automation Fund (Fund 372), Court Document Storage Fund (Fund 371), Electronic Citation Fund (Fund 374), Support Collection Service Fee Funds (Fund 370) and Circuit Clerk Operation & Administration Fund (Fund 373). The Circuit Clerk has included budget in these funds FY 2025-26 budget to cover iJustice support & maintenance.

Court Automation Fees are authorized under the *Criminal and Traffic Assessment Act* (705 ILCS 135/10-5(d)(1)) and range from $5 to $20 per case. They are assessed on all traffic, ordinance, misdemeanor, felony and civil case types, for deposit in the Court Automation Fund for use to establish and maintain an automated record keeping system for the Courts. The fund is administered jointly by the Circuit Clerk and Chief Judge. Court Document Storage Fees are authorized under the *Criminal and Traffic Assessment Act* (705 ILCS 135/10-5(d)(2)) and range from $5 to $20 per case. They are also assessed on all traffic, ordinance, misdemeanor, felony and civil case types, for deposit in the Court Document Storage Fund for use to establish and maintain a document storage system for the Courts. The fund is administered by the Circuit Clerk. Support Collection Service Fees are authorized under 705 ILCS 105/27.1A(BB)(4) and are $36 annual fees assessed against payers of child support and/or maintenance. This fund is administered by the Circuit Clerk.

The current agreement addendum has an annual support amount covering R1 (Circuit Clerk/Court system), R2 (Court Services system), and R3 (Specialty Court system) that was negotiated between ISS, the Circuit Clerk, the 22nd Circuit Chief Judge and Court Administrator of $592,725 for 2025-2026.

The iJustice support and maintenance expense is budgeted in the Circuit Clerk's 2024-25 budget with $437,500 covered by Fund 372, Dept. 41, Main Account 432100 (Circuit Clerk Court Automation Fund - Computer Software Support & Maintenance), $26,725 from Fund 373, Dept. 41, Main Account 432100 (Circuit Clerk Op & Admin - Computer Software Support & Maintenance), $53,500 from Fund 370, Dept. 41, Main Account 432100 (Circuit Clerk Support Service Fee - Computer Software Support & Maintenance), and $75,000 from Fund 374, Dept 41, Main Account 432100 (Electronic Citation Fund – Computer Software Support & Maintenance).

Impact on Capital Expenditures: None

Impact on Physical Space: None

Impact on Other County Departments or Outside Agencies: iJustice case management software does have impact on not only the Circuit Clerk's office and the Courts, but it also impacts all other Justice agencies within the Courthouse, in addition to all members of the legal community who use the information entered in iJustice to track cases and represent clients, and to members of the community who are users of the court system. The 600+ users of iJustice rely on the information in iJustice to efficiently operate the court system and administer justice. Support and maintenance of the iJustice software is key to the efficient operation of the court system in McHenry County.

Conformity to Board Ordinances, Policies and Strategic Plan: The original agreements

negotiated with ISS (see attached) were negotiated with the assistance of the State's Attorney and outside counsel hired by the State's Attorney that specialized in software contracts. The Support Extension Agreement (also attached) was also reviewed by the State's Attorney. It was determined by the State's Attorney that the support & maintenance contract for iJustice did not need to be bid, since it is proprietary software that was developed specifically for McHenry County which can only be supported by ISS.

The Circuit Clerk and Court's use of iJustice case management software directly aligns with the McHenry County Strategic Plan Organizational Advancement Goal 1: *Identify strategies to enhance integration, coordination, communication, and information-sharing between County-wide departments.*

RESOLUTION
AUTHORIZING ENTERING INTO A SUPPORT AGREEMENT WITH INTEGRATED SOFTWARE SPECIALISTS, INC. AND AN EMERGENCY APPROPRIATION IN THE COURT DOCUMENT STORAGE FUND FISCAL YEAR 2009 BUDGET

WHEREAS, in the summer of 2007, the Circuit Clerk of Courts brought before the County Board of McHenry County, Illinois a proposed plan to embark on having a software program developed to meet the needs of the County's criminal justice community; and

WHEREAS, it was the recommendation of the Circuit Clerk of Courts and the Information Technology Director that the County engage Integrated Software Specialists, Inc. to utilize their case management technology framework to create a case management program that would replace the Sustain Justice Edition case management system and ancillary programs currently used by the Courts and the County; and

WHEREAS, Phase I of the new case management software has been tested and is ready to be implemented within the first two weeks of May, 2009; and

WHEREAS, the Circuit Clerk is now needing to enter into a support agreement with Integrated Software Specialists, Inc. in the amount of $240,000 annually (Installments of $120,000 to paid semi-annually) to provide computer related support services upon acceptance of said software; and

WHEREAS, the initial support period shall commence upon acceptance of the software and end on November 30, 2009. The support will automatically be renewed for five successive one year support periods unless terminated by the County effective after the third anniversary of the effective date hereof by providing ISS with ninety days prior written notice. In the event that funds are not allocated by the McHenry County Board, this agreement will be deemed null and void.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that the Chairman of the Board is hereby authorized to enter into the attached support agreement with Integrated Software Specialist, Inc. (attached hereto and made part of) for software/computer support on the Court's Case Management Software Program at an annual cost of $240,000 (Installments of $120,000 to be paid semi-annually). The support will automatically renew for five successive one year periods unless terminated by the County effective after the third anniversary of the effective date hereof by providing ISS with ninety days prior written notice, or if funds are not allocated by the McHenry County Board; and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois that an emergency appropriation of $140,000 to OCA 410105-4321 (Document Storage Fund – Computer Program Maintenance) is also hereby authorized and is to be offset by a revenue budget line item entry to OCA 410105-9990 (Document Storage Fund – Utilization of Fund Balance) for the purpose of paying the support agreement fees; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby requested to distribute a certified copy of this Resolution to the Clerk of the Circuit Courts; the Chief Judge of the 22nd Circuit; the Trial Court Administrator; the Director of Information Technology; the County Auditor; the Associate County Administrator-Finance; and the County Administrator.

DATED at Woodstock, Illinois, this twenty-first day of April, A.D., 2009.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

Katherine C Schultz
KATHERINE C. SCHULTZ, County Clerk

SUPPORT AGREEMENT

This Support Agreement ("**Agreement**"), dated as of April 22, 2009 ("**Agreement Date**"), is made by and between Integrated Software Specialists, Inc., 1901 N. Roselle Road, #450, Schaumburg, Illinois 60195 ("**ISS**") and the County of McHenry, a body politic, McHenry County Government Center, 2200 N. Seminary, Woodstock, Illinois 60098 ("**Customer**"), and sets forth the terms and conditions under which ISS shall provide computer related support services to Customer for certain software that has been licensed to Customer pursuant to a Software License Agreement entered into by the parties concurrently herewith (the "**License Agreement**"), the terms of which are incorporated hereby this reference the effective date (the "**Effective Date**") of this Agreement shall be the Acceptance Date of the ICIS System. Capitalized terms used herein without definition shall have the meanings given such terms in the License Agreement.

1. DEFINITIONS

1.1. "**Consultant**" means the officers, directors, employees, members, agents and contractors of ISS providing Services hereunder.

1.2. "**Error**" means a failure of the ICIS Software to perform in accordance with the Specifications or system configurations.

1.3. "**ICIS System**" shall have the meaning ascribed to it in the License Agreement dated as of April 22, 2009.

1.4. "**Incident Report**" means an electronic report and notification of a suspected error and/or question by the Customer Liaison Officer to ISS containing details and reasonable documentation of the error and/or question including, where possible, examples and instructions to replicate and correct the suspected Error.

1.5. "**Services**" means the services to be provided by ISS hereunder, under the License Agreement, or any Statement of Work.

1.6. "**Support**" means ISS's performance of technical telephone assistance, problem identification, and problem resolution through the provision of bug fixes, patches, updates, replacements and/or workarounds with respect to the ICIS System to maintain the performance of the ICIS System in accordance with the Specifications applicable thereto, all as described in Exhibit A hereto.

1.7. "**Support Fees**" means the fees described in Section 4 hereof.

1.8. "**Support Period**" means the twelve (12) month period commencing on the Acceptance Date and each 1 year anniversary thereof, and any subsequent extensions of this Agreement, during which ISS shall provide Support to Customer.

1.9. "**Updates**" means a change to ICIS driven by ISS to improve the ICIS system and/or keep it current with standards or software improvements. An update can come in the form of framework or technology upgrades or fixes and maintenance, or improvements.

1.10. "**Workaround**" means a bypass of a recognized problem in the ICIS system.

2. ISS OBLIGATIONS

2.1. During the Support Period, ISS shall provide Customer with Support as described in Exhibit A hereto. ISS shall provide

Updates to the ICIS System pursuant to this Agreement at no additional charge as provided herein. ISS is responsible for maintaining compatibility between the ICIS System and the Updates and for implementing Updates into the ICIS system within Customer's test environment and furnishing such Updates to Customer for Customer's integrating of such Updates into the ICIS System.

2.2. ISS shall maintain commercially reasonable amounts of insurance against losses and damages to persons or property, including workers' compensation, liability, and property damage insurance. Upon Customer's written request, ISS will produce a certificate of insurance demonstrating such coverage.

2.3. ISS warrants that it will render the Services provided under this Agreement in a workmanlike manner in substantial accordance with industry standards. If ISS does not perform within the time frame and to the standards agreed to by the parties, Customer shall provide written notice of such nonperformance to ISS. Upon receipt of such notice, ISS shall correct such nonperformance, including, if appropriate, replacement of Consultants in accordance with the replacement procedures set forth below.

2.4. ISS shall appoint a sufficient number of Consultants for the performance of ISS's duties and obligations hereunder or under any applicable Statement of Work. Each Consultant shall have the skills required for such person to perform the duties assigned to him or her.

2.5. ISS shall use commercially reasonable efforts to retain and provide succession options to Consultants. ISS will cause its Consultants to comply with Customer's rules and policies while at Customer's premises. If, at any time or from time to time, Customer reasonably determines that any Consultant is not adequately performing the responsibilities assigned to that individual, or lacks the competence or professional capabilities needed to fulfill his or her tasks relating to the Services, Customer shall notify ISS in writing of its determination, setting forth in sufficient detail the reasons causing Customer to make such a determination. Upon receipt of Customer's written notice, ISS shall promptly take such actions as are necessary to substantially improve such Consultant's conduct or performance within ten (10) days, and if such efforts fail, in the reasonable determination of Customer, Customer may request in writing that ISS replace such Consultant. Upon receipt of Customer's written request, ISS shall promptly replace such Consultant with an individual who ISS reasonably determines meets the qualifications for the position. If ISS is unable to find a suitable replacement within a mutually agreeable time frame, Customer shall have the right to cancel the remainder of the Services under this Agreement or the statement of work that were to be provided by such Consultant. ISS agrees that it will not charge Customer for Services that ISS has to reperform due to, and for up to thirty (30) days after, Customer's permitted removal of Consultants in the manner set forth above.

2.6. Upon Customer request, ISS will provide information required for Customer to complete a Criminal History Record Check ("CHRC") of each Consultant prior to such Consultant's performing any Services for Customer or first entering any Customer facility. ISS shall not allow Consultants who do not meet such standards or criteria acceptable to Customer to perform any Services under this Agreement.

2.7. ISS shall ensure that its systems include up-to-date anti-viral software reasonably acceptable to Customer to prevent viruses from reaching Customer's system through ISS's system. Further, ISS shall ensure that ISS personnel do not, without Customer's prior written consent, use any virtual private network or other device ("VPN") to simultaneously connect machines on any Customer system to any machines on any ISS or third party system.

2.8. If a network connection is established between ISS and Customer, ISS agrees to allow Customer to perform network assessments based on a schedule mutually agreed upon by the parties. ISS will maintain and enforce safety and physical security procedures with respect to its access and maintenance of its system and Customer Information (a) that are at least equal to industry standards for such types of locations, and (b) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of Customer Confidential Information. Without limiting the generality of the foregoing, ISS will take all reasonable measures to secure and defend its location and system against "hackers" and others who may seek, without authorization, to modify or access ISS's system. ISS will periodically test its system for potential areas where security could be breached. ISS understands that, should a Customer or ISS assessment reveal inappropriate or inadequate security based on the pre-defined requirements for security, Customer may, in addition to other remedies it may have, remove ISS access from the Customer network until ISS satisfactorily complies with the security requirements defined. ISS will notify Customer immediately of any security breaches.

3. CUSTOMER OBLIGATIONS

3.1. Customer will make reasonable efforts to stay current with the latest versions of the software, including, timely production implementation of ISS supplied Updates.

3.2. Customer will follow the issues reporting process as set forth herein, as may be updated and agreed to in writing by ISS and Customer from time to time.

3.3. Customer will provide ISS with written notification of the Error via an incident report as defined herein and provide ISS with reasonable assistance, as reasonably required by ISS, intending to allow productive and expeditious diagnosis and resolution.

3.4. Customer will provide ISS with remote Internet access to all supported servers and systems, including ICIS test and production environments via Customer Citrix or other secure connection method approved by Customer.

4. LIMITATIONS ON SUPPORT

4.1. Unless otherwise agreed to by ISS in writing, ISS shall be under no obligation to provide Support to Customer to the extent ISS and Customer make a good faith determination that the primary cause of the Error resulted from the failure or malfunction of any third party software not provided by ISS, tools, equipment, facilities or devices not furnished or approved in writing by ISS for use in connection with the ICIS System or due to Customer error or manipulation of ICIS software, ICIS tables or business rules, databases, security, or any changes made by Customer or other 3rd parties unless done pursuant to a Statement of Work. Support under this Agreement will be limited to (a) Customer's production

version of the ICIS system; and (b) Customer's Q/A staging environment version of the ICIS system.

4.2. At Customer's request, ISS shall provide professional services (not otherwise constituting Support) as requested by Customer, as may be more particularly described in any applicable SOW executed by Customer and ISS or in a writing between the parties (the "Consulting Services"). Such Consulting Services will be provided at the hourly rate of $125.00. Each SOW or other writing will in incorporate by this reference all the terms and conditions of this Agreement and will set forth, as applicable: (i) the scope of Consulting Services to be performed under such SOW or other writing; (ii) the estimated hours such Consulting Services are to be provided; (iii) any tangible item to be delivered to Customer by ISS under such SOW or other writing (a "Deliverable"); (iv) any costs or expenses that will be reimbursed to ISS above the applicable hourly rate or fixed price set forth in the SOW or other writing; and (v) such other details as the parties deem reasonably necessary.

5. FEES & PAYMENT

Customer's fees for Support shall be as set forth on Schedule 4 hereto, and shall commence on the Acceptance Date. All Support Fees are in U.S. Dollars. ISS shall invoice Customer as set forth on Schedule 4 hereto. ISS shall invoice Customer Services at least 15 days prior to the beginning of each Support Period. Payment is due on or before the first day of the Support Period. Customer may not withhold any amounts due hereunder, other than those amounts subject to a good faith dispute between the parties. ISS reserves the right to cease work without prejudice if undisputed amounts are not paid within sixty (60) days of the date such amounts are due. Customer will provide to ISS reasonable assistance, which shall include the provision of documentation as required by revenue authorities, to enable ISS to claim exemption from or obtain a repayment of such withheld taxes and will, upon request, provide ISS with a copy of the withholding tax certificate.

6. RENEWAL AND CANCELLATION OF SUPPORT

The initial Support Period shall commence on the Effective Date and shall end on the one (1) year anniversary of the Effective Date. Support will automatically be renewed for five (5) successive 1 year Support Periods unless terminated by Customer effective after the third anniversary of the Effective Date hereof by providing ISS with ninety (90) days prior written notice. Customer shall be entitled to a refund for any prepaid Support.

7. WARRANTY AND LIMITATION OF WARRANTY

7.1. ISS warrants that all Services shall be performed in a professional manner. ISS will fulfill its obligations under this Agreement in a first class, workmanlike manner without damage to Customer's premises, system, fixtures or personal property. ISS will, at its own expense, (a) reperform at no cost to Customer any services performed hereunder that are not in compliance with the foregoing, and (b) repair all damage to Customer's premises or property resulting from ISS's (or it agent's) actions to the extent necessary to restore Customer's premises and property to a condition comparable to the condition thereof before such damage.

7.2. ISS represents, warrants and covenants that it has a business continuity plan that addresses the continuation of

Services if an incident (act or omission) impairs or disrupts ISS's provision of Services ("BCP Plan"). A summary of ISS's BCP Plan will be provided to Customer upon Customer's request. ISS warrants that the BCP Plan conforms to generally-accepted industry standards for business continuity planning.

7.3. **THE WARRANTIES HEREIN AND IN THE LICENSE AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, AND ISS AND CUSTOMER EACH DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.**

8. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE SET FORTH HEREIN, IN NO EVENT SHALL ISS OR CUSTOMER BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, ECONOMIC, OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. IN NO EVENT SHALL EITHER CUSTOMER'S OR ISS' LIABILITY ARISING UNDER THIS AGREEMENT EXCEED THE FEE PAID BY CUSTOMER TO ISS UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF DAMAGES PROVISIONS SET FORTH IN THIS SECTION 8 SHALL NOT BE APPLICABLE TO ANY DAMAGES RESULTING FROM INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, ANY INDEMNITY OBLIGATIONS HEREUNDER OR UNDER THE LICENSE AGREEMENT, OR VIOLATIONS OF THE SYSTEM SECURITY OR CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT OR THE LICENSE.

9. TERM & TERMINATION

9.1. Term. This Agreement shall commence upon the Effective Date and shall continue in full force and effect as provided in Section 6, unless sooner terminated as provided below.

9.2. Termination for Cause. Either party may terminate this Agreement if the other party (a) fails to perform any material obligation hereunder, and such breach is not remedied within thirty (30) days following written notice thereof to such party; or (b) becomes insolvent or the subject of a proceeding relating to bankruptcy or insolvency, effects any assignment for the benefit of creditors or any proceedings analogous to one or more of the foregoing (except where such party has successfully contested an involuntary proceeding within sixty (60) days after it has been commenced or filed). Termination shall not relieve either party of any obligation accrued prior to the termination date.

9.3. Liaison Officer. Each of the parties shall, promptly after the execution of this Agreement, appoint and advise the other in writing, of the name, title, address and telephone number, of a liaison officer of such party (the "Liaison Officer") who shall be responsible for (i) overseeing the day-to-day compliance of such party with this

Agreement and (ii) such other duties as may be set forth herein. Each of the parties may change its Liaison Officer from time to time by written notice to the other. The two persons so designated shall constitute the "Liaison Committee." In the event of any dispute arising under this Agreement, of either a legal or business nature, provision for the resolution of which is not otherwise expressly set forth herein, the members of the Liaison Committee shall confer within five (5) business days of the request of either party for such a conference, and shall engage in good faith negotiations to resolve such dispute. If they are unable to resolve the dispute in a mutually acceptable manner within the following ten (10) business days, the matter shall be referred to senior management representatives of each of the parties for similar negotiations and a similar time period.

10. GENERAL PROVISIONS

10.1. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to its conflict of law rules. Exclusive jurisdiction and venue of any dispute arising out of or relating to this Agreement shall be the state courts located in McHenry County, Illinois or the Federal courts located in Rockford, Illinois.

10.2. Assignment. This Agreement is not transferable by either party without the prior written consent of the other party, which shall not be unreasonably withheld, and any attempt to do so shall be void and of no force and effect.

10.3. Third Party Providers. All work and Services provided by ISS under this Agreement shall be performed by employees of ISS or sub-contractors employed directly by ISS ("Subcontractors"). If at any time Customer reasonably requests the replacement of a Subcontractor, ISS shall promptly take such actions as are reasonably necessary to comply with Customer's request. In all such cases, ISS shall remain liable for the performance of ISS's obligations under this Agreement.

10.4. Modification. This Agreement can be modified only by a written amendment signed by persons duly authorized to sign agreements on behalf of Customer and ISS, and variance from the terms and conditions of this Agreement in any order or written notification from either party shall be void and of no effect.

10.5. Complete Agreement. The parties agree that this Agreement is the complete and exclusive statement regarding the subject matter and supersede all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. Except as otherwise provided herein, additional or conflicting terms contained in any purchase order, standardized form or correspondence are expressly unenforceable under this Agreement unless such terms and conditions are contained in an amendment to this Agreement duly executed by both parties hereto. In the event that any provision of this Agreement shall be held to be void or unenforceable by a court of law, such provision shall be eliminated and shall not affect the validity of any remaining provision. The parties agree that this Agreement may be executed in counterparts. Facsimile signatures shall in all respects have the same weight, force and legal effect and shall be fully as valid, binding and enforceable as if such signed facsimile copies were original documents bearing original signatures.

10.6. Survival. Any provision of this Agreement that by its very nature or context is intended to survive any termination, cancellation or expiration thereof, shall so survive, and shall apply to respective successors and assigns.

10.7. Notices. Legal notices given by the parties to one another in connection with this Agreement shall be given in writing and delivered via return receipt mail or express delivery service to the parties' respective addresses first set forth above or to such other address as the parties may substitute by giving notice to one another in accordance with this Section 10.7.

10.8. Funding. In the event that funds are not allocated by the McHenry County Board for the transactions contemplated hereunder, this Agreement will, at the option of Customer, be deemed null and void.

IN WITNESS WHEREOF, the parties have executed this Support Agreement as of the date set forth above.

County of McHenry, a body politic

Authorized Signature

Kenneth D Koehler
Print Name

County Board Chairman
Title

04/21/2009
Date

Integrated Software Specialists, Inc.

Authorized Signature

Michael D. Locascio
Print Name

Chief Executive Officer
Title

4/22/09
Date

10.6. Survival. Any provision of this Agreement that by its very nature or context is intended to survive any termination, cancellation or expiration thereof, shall so survive, and shall apply to respective successors and assigns.

10.7. Notices. Legal notices given by the parties to one another in connection with this Agreement shall be given in writing and delivered via return receipt mail or express delivery service to the parties' respective addresses first set forth above or to such other address as the parties may substitute by giving notice to one another in accordance with this Section 10.7.

10.8. Funding. In the event that funds are not allocated by the McHenry County Board for the transactions contemplated hereunder, this Agreement will, at the option of Customer, be deemed null and void.

IN WITNESS WHEREOF, the parties have executed this Support Agreement as of the date set forth above.

County of McHenry, a body politic	**Integrated Software Specialists, Inc.**
Authorized Signature	Authorized Signature
Kenneth D Koehler Print Name	Michael D. Locascio Print Name
County Board Chairman Title	Chief Executive Officer Title
04/21/2009 Date	Date

SCHEDULE 4

FEES

Annual Support Period 1:	$240,000 per Support Period
Annual Support Periods 2-6:	$240,000 per Support Period

Support fees are to be paid a set forth in Section 5 of the Support Agreement as follows: The first payment will be in the amount of $140,000 and shall be made prior to the start of the first Support Period, semi-annual payments made thereafter will be in the amount of $120,000 each and shall be made on December 1 and June 1 of each Support Period, with the final payment being reduced on a pro rata basis to reflect the remaining term of the then-current Support Period. Any undisputed amounts payable by Customer under this Agreement that remain unpaid for more than thirty (30) days following the applicable due date shall be subject to late payment fees equal to two percent (2%) interest per month (or, if less, the maximum rate allowed by applicable law) for each such month these amounts (or any portion thereof) remain unpaid thereafter.

EXHIBIT A

SUPPORT TERMS AND CONDITIONS

ISS will provide Support for the ICIS System as described below. The initial effective date of Support is the Effective Date.

1. **Definition of ICIS System**

ICIS (Integrated Court Information System) is defined as set forth in the License Agreement

2. ***Description of Support Services Provided***

A. **Error Corrections**. ISS shall correct any Errors, reported by the Customer in the ICIS System in accordance with the priority level reasonably assigned to such Error by Customer and reasonably agreed to by ISS. Any remote access by ISS shall be subject to Customer's security policies and procedures.

ISS support infrastructure will be housed at ISS' Advanced Technology Solution Center (ATSC) and will include ISS' issue reporting, tracking and change management system and authorized remote access into Customers ICIS production environment for analysis and troubleshooting, ISS' ICIS development and QA environments, and various ISS skilled technical personnel to assist in resolving ICIS escalated issues as needed.

B. **Exceptions and Customer Options.**

C. **ICIS System Updates**. ISS will provide, at no additional cost and as appropriate, one (1) electronic copy of all published revisions to the printed Documentation and one (1) electronic copy of, or authorization to copy, new releases of the ICIS System ("Updates"). Installation of Updates into the production version of the ICIS system will be Customer's responsibility.

D. **Telephone Hotline Support**. Except as applicable to Level 1 and 2 Errors, ISS will provide telephone assistance to Customer during Customer business hours, defined herein as 7:00 AM to 4:00 PM Central Standard Time, Monday through Friday and in accordance with Customer's annual calendar days of operations. The ISS Telephone Hotline Support number is (847) 558-5345. ISS Support personnel are available to answer questions related to the ICIS System supported products and how they perform with compatible hardware systems.

E. **Support Responsibilities between Customer and ISS.** Support is categorized into three areas to enable distinction of responsibilities: 1) Application, 2) Technology, and 3) Operations. A clarification of ISS and Customer responsibilities under this Agreement is outlined in Figure 1 below.

Category	ISS	Customer
Application ICIS Functionality – The function delivered within the ICIS application as Release 1 and Release 2.	• ICIS system (as defined in the License Agreement • Application Interface – Application interfaces delivered as a part of ICIS Release 1 and Release 2, including Web Services. o Court Calls o APS Interface o Traffic Safety School o VINE Interface o IVR Web Service Interface o Amcore Interface o State Disbursement Unit (SDU) o Statute Table Upload o Automated Disposition Reporting (ADR)	• All components external to ICIS system (software, interfaces, and infrastructure) including all Visual Basic and .NET programs and other external or 3rd party interfaces or technology, including: o Monthly Dispositions o Monitor o Live Scan o Child Support Documents o Child Support in Court o Notices o Law Bulletin o Jail Court Calls o Illinois Reports
Technology ICIS Architecture and Framework Components	• ICIS architecture • Enterprise Services Bus (ESB) • Rules Engine • iBuild™ • Reporting suite • Security Framework • Web Services	
Operations Day to day production operations		• All Operating System Software and other vendor or open source software, including SuSE Linux Enterprise Server (SLES) • All Hardware

Category	ISS	Customer
		• All Infrastructure servers and related hardware software and environment including production, Quality Assurance, testing and development environments; support software including all telecommunications; Internet communications servers, virus protection software; monitoring tools and management software; Citrix connectivity infrastructure and production staging environments, including hardware, communications connectivity and software required for ISS to be able to perform these services, including remote trouble shooting, electronic delivery of patches and upgrades, remote testing, and remote production environment monitoring. • Other 3rd Party software • All database servers including but not limited to SQL Server RDMS • Backup Recovery • Monitoring Performance and Availability

Figure 1: Responsibilities

3. **Priority Levels of Errors**

A. **Service Level Response Times.** In accordance with the terms hereof, ISS will acknowledge Errors and provide modifications, error corrections, fixes or Workarounds to remedy such Errors. ISS will respond to Customer's request for support upon receipt of an ICIS Incident Report as set forth below:

B. **Level of Priority**. Customer will specify the level of priority that it reasonably believes the Error deserves based on the following descriptions:

(a) Level 1 -- **Critical**: The Error renders the ICIS System unusable (down condition) in a production environment affecting multiple users. No workaround exists.

(b) Level 2 -- **Major**: But Not Critical: The Error affects a portion of the ICIS System and makes that portion of the ICIS System unusable. The production environment is operational or a workaround exists, but severely restricts production impacting one or more user. Important features of ICIS are not working properly and there are no acceptable, alternative solutions.

(c) Level 3 -- **Minor**: The Error is of minor nature and does not substantially affect the use of the ICIS System. Important features of ICIS are unavailable, but an alternative solution is available or non-essential features of ICIS are unavailable with no alternative solution. The Customer impact is minimal.

C. **Response Times**

Response Times for the various Priority Levels outlined above start after a Customer priority-coded Incident Report is created by the Customer and sent to ISS.

(a) Level 1. ISS will acknowledge the Error within twenty (20) minutes with actual assignment of personnel to respond, initiate action immediately thereafter, and provide a modification, Error correction, or workaround to all Level 1 Errors within four (4) hours of notification. Both Customer and ISS will actively engage their resources to remedy the Error as expeditiously as possible. If the Level 1 Error remains unremedied after 8 hours, then the situation shall be referred to the McHenry County Governance Committee. If the Level 1 Error remains unremedied after 48 hours (a "Commitment Failure"), then the McHenry County Governance Committee shall, at its option, assess a credit to Customer of 10% of the fees for that month (each, a "Service Level Credit"). In the event that five or more Commitment Failures occur within any six (6) month period (a "Service Default"), Customer may, at its option, either (i) receive a Service Level Credit for each such Commitment Failure, or (ii) have the right under this Agreement to terminate this Agreement under Section 9.2 for a material breach by ISS. Notwithstanding the foregoing, ISS shall still be responsible at all times for fulfilling its obligations hereunder.

(b) Level 2. ISS will acknowledge the Error within two (2) hours, initiate action and provide a workaround within eight (8) hours to Customer.

(c) Level 3. ISS will acknowledge the Error within eight (8) hours, and the parties shall mutually agree on an appropriate response time within which ISS shall provide a modification, Error correction, fix or workaround, including providing the correction in an Update of the ICIS System. If the applicable Level 2 or Level 3 response times are not met in the periods set forth herein, then the situation shall be referred to the McHenry County Governance Committee.

4. Customer Requirements

Customer understands that service level response and resolution times will be dependent upon Customer providing Error information and reasonable cooperation.

A. Customer will assign and provide a Customer Liaison Officer to interface with ISS Support Liaison Officer. The Customer Liaison Officer will be responsible to filter and document all requests and reported issues, follow the escalation process defined herein or as adjusted by ISS from time to time, submit electronic Incident Reports to ISS as required, participate in and coordinate Customer activities and resources to help troubleshoot and verify problems, establish and communicate priorities, and perform and coordinate Customer testing and implementation of new fixes, patches, or releases.

B. Customer will provide ISS' support team with reasonable access to and cooperation from Customer personnel, as required, such as the Users of the system, Subject Matter Experts, IT staff, etc. ISS will provide Customer with assistance in testing of new ICIS fixes, patches, upgrades or releases.

STATE OF ILLINOIS)
SS
COUNTY OF MCHENRY)

I, Katherine C. Schultz, County Clerk within and for said County and State aforesaid, do hereby certify the foregoing to be a true and complete copy of Resolution No. R-200904-41-138 Authorizing entering into a support agreement with Integrated Software Specialists Inc. and an emergency appropriation in the Court Document Storage Fund fiscal year 2009 budget. WHEREOF I have hereunto subscribed my hand and affixed the official seal of said County, at my office in Woodstock, Illinois this 22 day of April A.D, 2009.

Katherine C Schultz
McHenry County Clerk

R-200904-41-140

RESOLUTION
AUTHORIZING ENTERING INTO A SOFTWARE LICENSE AGREEMENT WITH INTEGRATED SOFTWARE SPECIALISTS, INC.

WHEREAS, the writing of the Integrated Court Information System (ICIS) software – Phase I has now been completed and is ready for implementation by the Circuit Clerk of Courts; and

WHEREAS, prior to the implementation of software, the producers of such software require a software license agreement be completed in order to allow the implementation process to begin; and

WHEREAS, the Circuit Clerk of Courts is now requesting to enter into the attached license agreement with Integrated Software Specialists, Inc. (attached hereto and made part of) for the Integrated Court Information System.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that the Chairman of the Board is hereby authorized to execute the attached software license agreement with Integrated Software Specialists, Inc. (attached hereto and made part of) for the Integrated Court Information System; and

BE IT FURTHER RESOLVED, as per the License Agreement, Integrated Software Specialists, Inc. grants to the County a perpetual, irrevocable, unrestricted, royalty-free license; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby requested to distribute a certified copy of this Resolution to the Circuit Clerk of Courts; the Chief Judge of the 22nd Circuit; the Trial Court Administrator; the Director of Information Technology; the Associate County Administrator-Finance; and the County Administrator.

DATED at Woodstock, Illinois, this twenty-first day of April, A.D., 2009.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("**Agreement**"), effective as of April 22, 2009 ("**Effective Date**"), is made by and between Integrated Software Specialists, Inc., 1901 N. Roselle Road, #450, Schaumburg, Illinois 60195 ("**ISS**") and the County of McHenry, a body politic, McHenry County Government Center, 2200 N. Seminary, Woodstock, Illinois 60098 ("**Customer**"), and sets forth the terms and conditions under which ISS licenses to Customer use of the ICIS System.

1. **DEFINITIONS**

1.1. "**Acceptance Date**" means the date five (5) business days following the Go Live date of the ICIS System.

1.2. "**Custom Software**" means customized or modified versions of the ICIS System (other than modified by an Enhancement Release or Major Release hereunder).

1.3. "**Customer Materials**" means all content provided by or on behalf of Customer for use in the performance of the Services, including without limitation all Customer trademarks, service marks, logos, typeface/fonts, images and text, including all Customer data stored in the ICIS System.

1.4. "**Documentation**" means the explanatory and informational materials provided by ISS concerning the ICIS System, in printed or electronic format, describing the ICIS System or furnished with the ICIS System, including without limitation, Entity Relationship Diagram(s), and any other documentation necessary for Customer to operate the ICIS System in accordance with the Specifications for the ICIS System and each component thereof.

1.5. "**ICIS System**" means the (a) machine-readable object code version of ISS' computer software set forth on Schedule 1.1 hereto, and (b) all corrections, modifications, enhancements, features and upgrades of every nature, (c) any Custom Software, (d) any Open Source Software, (e) any third party software provided by ISS, and (f) the applicable Documentation.

1.6. "**Services**" means the services to be provided by ISS hereunder or under the Support Agreement (including Support), or any SOW.

1.7. "**SOW**" means any statement of work or similar document between ISS and Customer.

1.8. "**Specifications**" means the functional specifications for the ICIS System, attached hereto as Schedule 1.8.

1.9. "**Support**" shall have the meaning given such term in the Support Agreement entered into between Customer and ISS in the form attached hereto as Exhibit A ("**Support Agreement**").

1.10. "**System Configuration**" means a description of the equipment and ICIS System to be provided by ISS attached hereto as Schedule 1.8, the System Environment Specifications (defined below) as determined by ISS, plus any required third party software and/or equipment to be provided by Customer, all of which is reflected in the Documentation.

1.11. "**System Environment Specifications**" means the required environment for proper operation of the ICIS System, as described in Schedule 1.8 and the Documentation, which includes the

Customer System (defined in Section 5.1(e) below).

1.12. **"Use"** means to host, load, use, install, execute, view, employ, utilize, store, display, or access the ICIS System.

1.13. **"User"** means an individual who is associated with Customer or affiliate as a full or part time employee, or subcontractor of Customer or affiliate employed by or providing Services, or a third party requiring access to the ICIS System in order to conduct business with Customer who, in each case, is assigned and authorized by Customer or affiliate to Use the ICIS System as permitted hereunder.

2. LICENSES AND RESTRICTIONS

2.1. Rights Granted.

(a) ISS grants to Customer a perpetual, fully-paid up worldwide, irrevocable, unrestricted, royalty-free license to Use the ICIS System for Customer's (and any third parties) business purposes, and to Use the Documentation to support Customer's Use of the ICIS System.

(b) This grant permits the Use of the ICIS System by Customer when it is performing consulting, administrative and data processing Services for affiliated and unaffiliated parties and other parties to the extent such parties require access to the ICIS System, as well as the representatives of such parties ("Permitted Use"). Customer is further permitted to allow such parties to access the ICIS System for Permitted Uses. In either event, the representations, indemnifications and warranties in this Agreement may be assigned or otherwise passed on to such third party users.

(c) Except as specifically set forth herein, ISS grants Customer the right to use the ICIS System without limitation as to (i) the number of Users, servers, workstations, and/or personal computers (including, but not limited to, portable computers) upon which the ICIS System may be operated from; and (ii) the location of such users, servers, processors, workstations, and/or personal computers.

(d) Use any Updates (as defined in the Support Agreement) provided pursuant to the Support Agreement and subject to all of the provisions of this Agreement.

(e) Customer may use the ICIS System for its internal business purposes only, and will not, except as specifically permitted in this Section 2.1, sublicense, redistribute, or otherwise allow third parties to use the ICIS System, whether on a time sharing, remote job entry or service bureau arrangement.

(f) Customer may create any number of copies of the ICIS System.

2.2. Intellectual Property. Customer acknowledges and agrees that the ICIS System, Custom Software, and all related source code, Documentation and any and all materials relating thereto, and any and all associated trademarks, service marks, copyrights, patent rights, trade secrets and other proprietary rights in or related to the ICIS System or Custom Software without limitation, are proprietary to ISS and shall remain at all times the sole, exclusive property of ISS or its licensors, whether or not specifically recognized or perfected under applicable law. Customer agrees to take or cause to be taken reasonable precautions to comply with all copyright, trademark, trade secret, patent and other laws necessary to protect the ICIS system

and related marks, including any and all information contained therein, and agrees not to remove, conceal, or obliterate any copyright, credit line, date line or other proprietary notice included in the ICIS system. ISS acknowledges and agrees that the Customer Materials and any and all materials relating thereto, and any and all associated copyrights and patent rights in all of the foregoing, are proprietary to Customer and shall remain at all times the sole, exclusive property of Customer.

2.3. All rights and licenses granted under or pursuant to this Agreement by ISS to Customer are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, or replacement provision therefor (the "Bankruptcy Code"), licenses to rights to "intellectual property" as defined in the Bankruptcy Code. The parties agree that Customer, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The parties further agree that, in the event of the commencement of bankruptcy proceedings by or against ISS under the Bankruptcy Code, Customer shall be entitled to retain all of its rights under this Agreement.

2.4. ISS agrees to maintain at Customer's expense copies of the executable object code and source code (collectively, the "Code") for the ICIS System, and all updates in both human and machine readable form, and any and all documentation therefore, in escrow for the benefit of Customer. ISS shall deposit a copy of the Code, at Customer's expense, with a mutually acceptable escrow agent. The terms of such escrow arrangement shall be set forth in a mutually agreed upon source code escrow agreement (the "Escrow Agreement"), including, without limitation, appropriate confidentiality provisions; provided, however, that such Escrow Agreement shall contain the Release Conditions (as defined below) set forth below. Customer shall be entitled to receive a copy of the Code for the ICIS System, and ISS hereby grants to Customer a nonexclusive, license to Use or modify the Code for maintaining the ICIS System in connection with Customer's Use of the ICIS System (the "ISS Code License") if (i) ISS ceases doing business in the ordinary course; or (ii) ISS becomes a party to any bankruptcy or receivership proceedings which are not dismissed within sixty (60) days, and fails to resume providing the maintenance Services hereunder or under the Support Agreement for ten (10) days following receipt of written notice from Customer of such abandonment ((i) and (ii) of this sentence are, collectively, the "Release Conditions"). If the Code is released pursuant to the Release Conditions under the Escrow Agreement, Customer may, under ISS Code License, disclose ISS Code to a third party for maintaining and enhancing the ICIS System in connection with Customer's and enhancement of the ICIS System.

2.5. At Customer's request, ISS shall provide professional services (not otherwise constituting Support) as requested by Customer, as may be more particularly described in any applicable SOW executed by Customer and ISS or in a writing between the parties (the "Consulting Services"). Such Consulting Services will be provided at the hourly rate of $125.00. Each SOW or other writing will in incorporate by this reference all the terms and conditions of this Agreement and will set forth, as applicable: (i) the scope of Consulting Services to be performed under such SOW or other writing; (ii) the estimated hours such Consulting Services are to be provided; (iii) any tangible item to be delivered to Customer by ISS under such SOW or other writing (a "Deliverable"); (iv)

any costs or expenses that will be reimbursed to ISS above the applicable hourly rate or fixed price set forth in the SOW or other writing; and (v) such other details as the parties deem reasonably necessary.

3. FEES

ISS acknowledges and agrees that Customer has fully paid all license fees for the ICIS System.

4. MAINTENANCE SUPPORT SERVICES

ISS will provide Support for the ICIS System pursuant to the terms and conditions of the Support Agreement. Custom Software shall be supported under the terms and conditions of this Agreement and the Support Agreement.

5. WARRANTY AND LIMITATION OF WARRANTY

5.1. Representations, Warranties and Covenants.

(a) ISS represents, warrants and covenants that it has a business continuity plan that addresses the continuation of Services if an incident (act or omission) impairs or disrupts ISS's provision of Services ("BCP Plan"). A summary of ISS's BCP Plan will be provided to Customer upon Customer's request. ISS warrants that the BCP Plan conforms to generally-accepted industry standards for business continuity planning.

(b) ISS represents and warrants that (i) the ICIS System will perform substantially in conformance with the Specifications and will make corrections to errors as defined, specified and in accordance with the terms of the Support Agreement; (ii) it will perform the services ordered hereunder in a good and workmanlike manner; and (iii) the deliverables delivered in the context of any professional services ordered or covered hereunder will perform in accordance with the specifications set forth in the applicable addendum or Statement of Work delivered therewith.

(c) ISS represents, warrants and covenants that it is the owner of the ICIS System or an authorized licensee thereof with full right to license such ICIS System to Customer as provided in this Agreement, and that neither such ICIS System or any part thereof, nor Customer's Use thereof, infringes or misappropriates any copyright, patent, trade secret, mask work or other proprietary right of any third party. ISS, at its expense, will indemnify, defend and hold harmless Customer from and against any third party claims or actions that the ICIS System or Customer's Use thereof within the scope of this Agreement infringes or unlawfully misappropriates such party's patent, copyright, trademark, or trade secret, and will pay amounts awarded to such party by a court of appropriate jurisdiction to the extent based on such claims or otherwise included in a settlement of such claims approved by ISS, provided that: (a) Customer notifies ISS in writing promptly upon becoming aware of such a claim; (b) ISS has sole control of the defense and all related settlement negotiations; and (c) Customer provides ISS with the reasonable assistance, information and authority necessary to perform the obligations of ISS under this paragraph. Reasonable out-of-pocket expenses incurred by Customer in providing such assistance will be reimbursed by ISS. ISS shall have no liability under this Section 5.1(c) for any claim to the extent based, in whole or in part, on: (a) use of the ICIS System outside the scope of this Agreement; (b) use of a superseded or altered (other than by or at the

direction of ISS) release of the ICIS System, if the infringement would have been avoided by the use of the current release of the ICIS System made available by ISS to Customer allowing Customer a reasonable amount of time to implement such current release; (c) the combination, operation, or use of the ICIS System with software, hardware, or other materials not furnished or recommended by ISS if such infringement would have been avoided by the use of the ICIS System without such software, hardware or other materials; or (d) any modification of the ICIS System not made by or at the direction of ISS. In the event any such claim is made, ISS shall take one of the following actions at its sole cost and expense: (i) modify the ICIS System to be non-infringing; (ii) obtain for Customer a license to continue using the ICIS System, or (iii) replace the ICIS System with non-infringing software substantially complying with the ICIS System's Specifications without the loss of features or functionality; or (iv) terminate the license for the infringing ICIS System and refund to Customer the following amount, determined by the period in which such termination occurs from the Effective Date of this Agreement: $50,000 - Year 1, $40,000 - Year 2, $30,000 - Year 3, $20,000 - Year 4, $10,000 - Year 5, and $0 - Year 6 and beyond. Notwithstanding the foregoing, in the event of any such third party claims that ISS believes may require it to exercise any of the remedies set forth in this Section 5.1(c), ISS shall take an opportunity to notify Customer of such claims, confer with Customer regarding the potential remedies hereunder, and periodically update Customer related to any such third party claims (or Customer may otherwise inquire as to the status of such matters).

(d) Open Source Software. As part of the ICIS System, ISS may supply to Customer or incorporate certain open source software, including tools and technology as identified on Schedule 1.1 hereto ("Open Source Software"). ISS has disclosed to Customer and Customer has accepted ISS' use of Open Source Software in the development, delivery and ongoing operation of ICIS. ISS represents, warrants and covenants that Customer's Use of the ICIS system as provided hereunder will not violate the terms of the applicable Open Source Software license.

(e) ISS represents, warrants and covenants that the ICIS System will at all times perform substantially in accordance with the Specifications and remain compatible with the System Configuration and the hardware and software identified on Schedule 5.1(g) hereto (collectively, the "Customer System"). In the event that the ICIS System at any time does not perform in accordance with the Specifications or remain compatible with the System Configuration and the Customer System, ISS shall, as part of Support services and at no cost to Customer, make such modifications, adjustments or additions necessary to make the ICIS System conform to the Specifications and remain compatible with the System Configuration and the Customer System.

(f) ISS represents, warrants and covenants that upon initial delivery, the ICIS System is free from computer viruses introduced into the ICIS System as a result of the acts of ISS, its agents or employees and that the ICIS System is free of software traps, time-bombs, technically limiting devices and/or viruses, worms, or code (including any disabling device or code whatsoever) which would interfere with the intended use of the ICIS System in accordance with the Specifications or which destroy or alter Customer's data. ISS, its agents or employees shall not deactivate the ICIS System fully, in part, or in any other

manner. Further, ISS, its agents or employees shall not introduce or install at any time deactivation device(s) or similar program(s). In no event shall ISS, its agents or employees or anyone acting on its behalf, disable any other software or hardware used by Customer.

(g) Customer acknowledges acceptance that ISS has delivered the ICIS system with 2-digit date fields ("Non-Y2K Compliance") specifically as it pertains to Case-ID and Case-ID fields at the request and insistence of Customer. A 2-digit year is used as the basis for all case numbers assigned by the Circuit Clerk per Part 1, Section B of the Administrative Office of the Illinois Courts' Manual on Recordkeeping, which is a General Administrative Order of the Illinois Supreme Court with specific guidelines for how court records should be maintained.

(h) In the event that during the term of this Agreement, ISS becomes aware of an event, occurrence, error, defect or malfunction in the ICIS System that may adversely affect Customer, then ISS will promptly provide Customer with written notice of the event, occurrence, error, defect or malfunction and the possible adverse effect, as well as a proposed remedy therefore.

5.2. **DISCLAIMER OF WARRANTIES.**

THE WARRANTIES HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, AND ISS AND CUSTOMER EACH DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.

6. **LIMITATION OF LIABILITY**

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ISS'S AND CUSTOMER'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THIS AGREEMENT AND THE SUPPORT AGREEMENT. THE LIMITATION OF DAMAGES PROVISIONS SET FORTH IN THIS AGREEMENT SHALL NOT BE APPLICABLE TO ANY DAMAGES RESULTING FROM INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, ANY INDEMNITY OBLIGATIONS HEREUNDER, OR VIOLATIONS OF THE SYSTEM SECURITY AND CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT.

7. **TERM AND TERMINATION**

7.1. Term. This Agreement will remain in effect (the "Term") until terminated as provided herein. The licenses granted hereunder shall remain in effect perpetually.

7.2. This Agreement may be terminated by either party (i) upon material breach by

the other party of a term hereof or of any other agreement between the parties which breach has not been cured within thirty (30) days of receipt of written notice reasonably identifying and describing such breach; (ii) immediately upon written notice, in the event that the other party files for bankruptcy or for protection against its creditors and such is not dismissed within sixty (60) days; or (iii) as may be mutually agreed. Notwithstanding anything to the contrary contained elsewhere herein, even if any dispute arises between the parties, in no event nor for any reason shall ISS, at any time during the Term, halt, interrupt, or suspend the provision of Services to Customer, or perform any other action that prevents, impedes, impairs, reduces or limits in any way the provision of Services or Customer's ability to conduct its business and activities (other than such minimal, routine interruptions as may be necessary and appropriate in order for ISS to provide the Services).

7.3. Termination Assistance. During the twenty-four (24) month period prior to or following the termination date of this Agreement or the Support Agreement, ISS will provide to Customer and/or a successor provider such termination assistance as may be reasonably requested and agreed to in writing by ISS and Customer, subject to payment by Customer of ISS's reasonable charges as agreed to by Customer. Such termination assistance (collectively, the "Termination Assistance Services") shall include (at the option of Customer) the timely performance of the following: (a) Developing a mutually acceptable plan for the orderly transition of Customer's information technology operations from ISS to Customer and/or a successor provider; (b) Providing reasonable training to Customer's personnel in the performance of the Services then being performed by ISS; (c) Furnishing Customer with duplicates of magnetic tapes or printouts of their data base or providing Customer with the Customer data in a form deemed reasonably appropriate by Customer; (d) Transferring to Customer all administrative access for Customer's systems; and (e) Providing data extracts for any Customer data residing in ISS machines and software.

7.4. Survival. Any provision of this Agreement that by its very nature or context is intended to survive any termination, cancellation or expiration thereof, shall so survive, and shall apply to respective successors and assigns.

8. ASSIGNMENT

8.1. ISS or Customer may assign this Agreement to any subsidiary, parent company, or any successor to its interests in the subject matter. ISS may assign its right to payment hereunder or grant a security interest in this Agreement or such payment right to any third party.

9. GENERAL PROVISIONS

9.1. Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to its conflict of law rules. The exclusive jurisdiction and venue of all disputes resulting in litigation will be the state courts located in McHenry County, Illinois or Federal courts located in Rockford, Illinois.

9.2. To the extent that the terms of this Agreement conflict with the terms of any order form, exhibit or schedule, the terms of this Agreement shall be controlling. This Agreement supersedes all prior understandings, agreements and documentation relating to such subject matter, including any proposals or purchase orders. This Agreement may be executed in

one or more counterparts, each of which shall be deemed an original but, when taken together, shall constitute one and the same document. Facsimile signatures shall in all respects have the same weight, force and legal effect and shall be fully as valid, binding and enforceable as if such signed facsimile copies were original documents bearing original signatures. In the event that any provision of this Agreement shall be held to be void or unenforceable by a court of law, such provision shall be eliminated and shall not affect the validity of any remaining provision.

9.3. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Proposed modifications or amendments to this Agreement, including the terms of any proposal or purchase order, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties. The headings in this Agreement are for purposes of reference only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof.

9.4. A party shall be excused for delays in the performance of its obligations hereunder to the extent due to causes beyond its reasonable control and which could not have been avoided through the exercise of reasonable care, such as acts of God, acts or omissions of civil or military authorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, or the unavailability of necessary labor, materials, or manufacturing facilities (the "Force Majeure"). The party whose performance is being adversely affected shall (i) promptly notify the other of the nature of the Force Majeure and the obligations adversely affected thereby; (ii) make all reasonable efforts to resume performance as soon as is reasonably possible and mitigate the adverse effects of the Force Majeure.

9.5. Confidentiality.

(a) In the performance of this Agreement, each party may have access to confidential, proprietary or trade secret information owned or provided by the other party relating to software products, object code, source code, business plans, financial information, specifications, flow charts and other data, in addition to the terms and conditions of this Agreement ("Confidential Information"). All materials exchanged by the parties shall be presumed confidential unless otherwise expressly agreed or if a reasonable person would deem such information not confidential. Each party ("Recipient") which receives Confidential Information from the other party (the "Disclosing Party") agrees, with respect to such Confidential Information to (a) use such Confidential Information only for purposes of fulfilling its obligations under this Agreement; (b) use the same methods and degree of care to prevent disclosure of such Confidential Information as it uses to prevent disclosure of its own proprietary and confidential information, but not less than a reasonable degree of care; (c) disclose Confidential Information to its employees, agents and contractors only on a need-to-know basis and not to disclose any Confidential Information to any other third party without the prior written consent of the Disclosing Party; and (d) return any Confidential Information in tangible form to the Disclosing Party upon request and to retain no copies, compilations or reproductions thereof. A Recipient shall not be obligated to treat information as Confidential Information if such information: (i) was rightfully in the Recipient's possession or was rightfully known to Recipient, on a non-confidential

basis, prior to receipt from the Disclosing Party; (ii) is or becomes public knowledge without the fault of the Recipient; (iii) is or becomes rightfully available to the Recipient without confidential restriction from a source not under the Disclosing Party's control or obligated to the Disclosing Party to keep such information confidential; (iv) is independently developed by the Recipient without use of the Confidential Information disclosed hereunder; provided, however, that the burden of proof of such independent development shall be on the Recipient; or (v) is disclosed pursuant to court or government action; provided, however, that the Recipient gives, unless prohibited from so doing, the Disclosing Party reasonable prior notice of disclosure pursuant to such court or government action. Each party will notify the other of any breach of this Section. Each of Customer and ISS agrees that any Confidential Information of a party that is in the possession of any representative shall remain the property of such party, and shall be returned immediately upon demand by Disclosing Party or, if not earlier demanded, upon expiration or termination of this Agreement.

(b) Each of Customer and ISS acknowledges that a breach of the confidentiality provisions of this Agreement may result in serious and irreparable harm to the other party for which there is no adequate remedy at law. In the event of such a breach, the other party shall be entitled to seek any temporary or permanent injunctive or other equitable relief in addition to any monetary damages hereunder. ISS agrees that its Consultants' access to Customer's premises shall comply with all security measures required by Customer or any third party to protect Confidential Information or other proprietary property of Customer or of third parties in Customer's possession.

(c) ISS shall store all Customer Confidential Information in a physically secure environment that protects it from unauthorized access, modification, theft, misuse and destruction. In addition to the general standards set forth above, ISS shall maintain an adequate level of physical security controls over its facility including appropriate alarm system, fire suppression, and access controls (including off-hour controls). Further, ISS shall maintain an industry standard level of data security controls, including logical access controls including user sign-on identification and authentication, data access controls (e.g., password protection of applications, data files and libraries), accountability tracking, anti-virus software, secured printers, restricted download to disk capability and provision for system software backup.

9.6. Notices. Legal notices given by the parties to one another in connection with this Agreement shall be given in writing and delivered via return receipt mail or express delivery service to the parties' respective addresses set forth above or to such other address as the parties may substitute by giving notice to one another in accordance with this Section.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Software License Agreement as of the Effective Date.

COUNTY OF MCHENRY, a body politic

Authorized Signature

Kenneth D Koehler
Print Name

County Board Chairman
Title

04/21/2009
Date

INTEGRATED SOFTWARE SPECIALISTS, INC.

Authorized Signature

MICHAEL D. LOCASCIO
Print Name

CEO
Title

2/22/09
Date

SCHEDULE 1.1

ICIS System

ICIS (Integrated Court Information System) is defined as the Court Case Management System, represented as ICIS Version 2.0. The Version designates ISS' code level delivered to the Customer. The ICIS System (Production Environment), defined for this Agreement, is as follows:

- ICIS System – The application code delivered to the Customer as Release 1, which includes
  - Automated Disposition Reporting
  - Court Calls
  - APS Interface
  - Traffic Safety School
  - VINE Interface
  - Amcore Interface
  - IVR Web Service Interface
  - State Disbursement Unit (SDU)
  - Statute Table Upload
  - Release 2 upgrades to ICIS
- Application Interface – Application interfaces delivered as a part of ICIS Release 1 and Release 2, including Web Services
- ICIS Architecture & Framework Components
  - ICIS architecture
  - Enterprise Services Bus (ESB)
  - Rules Engine
  - iBuild™
  - Reporting suite
  - Security Framework
  - Web Services

SCHEDULE 1.8

Specifications

[See attached SRS's]

EXHIBIT A

Support Agreement

STATE OF ILLINOIS)
SS
COUNTY OF MCHENRY)

I, Katherine C. Schultz, County Clerk within and for said County and State aforesaid, do hereby certify the foregoing to be a true and complete copy of Resolution No. R-200904-41-140 Authorizing entering into a Software License Agreement with Integrated Software Specialists, Inc..
WHEREOF I have hereunto subscribed my hand and affixed the official seal of said County, at my office in Woodstock, Illinois this 22 day of April A.D, 2009.

Katherine C Schultz
McHenry County Clerk

ADDENDUM A

ISS iJustice Support Agreement Extension #1
For Support Agreement No. MC05090001

This amendment pertains to the extension of the Support Agreement No. MC05090001 ("**Support Agreement**"), and shall be effective as of May 1, 2015 ("**Effective Date**").

1. **Renewal and Cancellation of Support.** The following paragraph is added to Section "6. Renewal and Cancellation of Support" of the Support Agreement:

"Support Period Extension #1: The Support period shall be extended to commence on 5/1/2015 ("Effective Date") and shall end on the one (1) year anniversary of the Effective Date. Support will automatically be renewed for five (5) successive 1 year Support Periods unless terminated by Customer effective after the third anniversary of the Effective Date hereof by providing ISS with ninety (90) days prior written notice. Customer shall be entitled to a refund for any prepaid Support."

2. **Section 4.2 (Consulting Services Rate)**: The second sentence in Section 4.2 of the Support Agreement which reads: "Such Consulting Services will be provided at the hourly rate of $125.00", is removed and replaced with the following sentence: "Such Consulting Services will be provided at the hourly rate of $130.00".

3. **SCHEDULE 4 (fee and payment Schedule).** The following is added to SCHEDULE 4 of the Support Agreement:

Support Period Extension #1:

Software and Services		
Software Licenses	Effective Date	License Fees
		One-Time Fee
Licensed Software		
iJustice® Enterprise Court Case Management Suite	5/1/2015	
iJustice® Enterprise Probation Case Management Suite	5/1/2015	
iJustice® Enterprise Specialty Court Case Management Suite (customized for McHenry Drug and Mental Health Courts)	5/1/2015	
iJustice® Sentencing Order, eGuilty, Order of Protection, Civil eFiling, ADR)	5/1/2015	
iJustice® iJEEB™ - Integrated Justice Enterprise Exchange Broker Suite (V1.0)	5/1/2015	
iJustice® Enterprise (Integrated Justice) Exchanges (approx. 30)	5/1/2015	
iJustice® iDocument™ for McHenry Specialty Courts	5/1/2015	
iJustice® iNotification™ for McHenry Specialty Courts	5/1/2015	
		$ 0

Maintenance and Support	
Ongoing Support or Subscription Type	Annual Fees
Annual Maint & Support	M&S Fee
Support Periods (year) 1	$ 270,000
Support Periods (years) 2 thru 5	$ 290,000
Support Periods (years) 1 thru 5	$ 40,000
Support Periods (years) 1 thru 5	$ 10,000
Support Periods (years) 1 thru 5	Included
Support Periods (years) 1 thru 5	Included
Support Periods (years) 1 thru 5	Included
Support Periods (years) 1 thru 5	Included
Support Periods (years) 1 thru 5	Included

Total License Fees	$ 0
Annual Subscription License Fees	$ 0

Annual Maintenance & Support Fees:	
Gross Total – Year #1	$ 320,000
Year #1 Adj. for May 2015	$ - 20,000
Net Total – Year #1	$ 300,000
Total – Years 2 thru 5	$ 340,000

Extended Annual Support Period 1; beginning 5/1/2015:	$300,000 per Support Period
Extended Annual Support Periods 2-5:	$340,000 per Support Period

Support fees are to be paid as set forth in Section 5 of the Support Agreement as follows: The first payment will be in the amount of $225,000 (75% of $300,000 - the net total due for year #1) and shall be made prior to the start of the first Support Period. The second payment will be in the amount of $75,000 (25% of $300,000 - the net total due for year #1) and shall be made on or before December 1, 2015. Annual payments made thereafter will be in the amount of $340,000 each and shall be made on or before May 1 of each Support Period. Any undisputed amounts payable by Customer under this Agreement that remain unpaid for more than thirty (30) days following the applicable due date shall be subject to late payment fees equal to two percent (2%) interest per month (or, if less, the maximum rate allowed by applicable law) for each such month these amounts (or any portion thereof) remain unpaid thereafter.

4. **General.** This Addendum is bound by all other terms and provisions of the Support Agreement.

IN WITNESS WHEREOF, the parties hereby cause this Exhibit A to be executed by their duly authorized representatives.

AGREED:	AGREED:
INTEGRATED SOFTWARE SPECIALISTS, INC.	**COUNTY OF McHENRY, A BODY POLITIC**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM A

ISS iJustice Support Agreement Extension #2
For Support Agreement No. MC05090001

This amendment pertains to the extension of the Support Agreement No. MC05090001 ("**Support Agreement**"), and shall be effective as of May 1, 2021 ("**Effective Date**").

1. **Renewal and Cancellation of Support.** The following paragraph is added to Section "6. Renewal and Cancellation of Support" of the Support Agreement:

Support Period Extension #2: The Support Period shall be extended commencing 05-01-2021 ("Effective Date") and shall end on 04-30-2025. The agreement will automatically extend for one additional year, 05-01-2025 through 04-30-2026, unless customer provides ISS with notice at least 90 days prior to 05-01-2025 that it does not wish to extend for the fifth year (05-01-2025 through 04-30-2026). Customer shall be entitled to a refund for any fifth year prepaid support in the event there is no fifth year extension.

2. **Section 4.2 (Consulting Services Rate)**: The second sentence in Section 4.2 of the Support Agreement which reads: "Such Consulting Services will be provided at the hourly rate of $125.00", is removed and replaced with the following sentence: "Such Consulting Services will be provided at the hourly rate of **$130.00**".

3. **SCHEDULE 4 (fee and payment Schedule).** The following is added to SCHEDULE 4 of the Support Agreement:

Support Period Extension #2:

Software and Services		
Software Licenses	Effective Date	License Fees
Licensed Software		One-Time Fee
iJustice® Enterprise Court Case Management Suite	5/1/2021	
iJustice® Enterprise Probation Case Management Suite	5/1/2021	
iJustice® Enterprise Specialty Court Case Management Suite (customized for McHenry Drug and Mental Health Courts)	5/1/2021	
iJustice® Sentencing Order, eGuilty, Order of Protection, Civil eFiling, ADR)	5/1/2021	
iJustice® iJEEB™ - Integrated Justice Enterprise Exchange Broker Suite (V1.0)	5/1/2021	
iJustice® Enterprise (Integrated Justice) Exchanges (approx. 30)	5/1/2021	
iJustice® iDocument™ for McHenry Specialty Courts	5/1/2021	
iJustice® iNotification™ for McHenry Specialty Courts	5/1/2021	

Maintenance and Support	
Ongoing Support or Subscription Type	Annual Fees
Annual Maint & Support	M&S Fee
Support Periods (year) 1	$ 290,000
Support Periods (years) 2	$ 304,500
Support Periods (years) 3 thru 4	$ 320,000
Support Periods (years) 5	$ 337,000
Support Periods (year) 1	$ 40,000
Support Periods (years) 2	$ 42,000
Support Periods (years) 3 thru 4	$ 44,000
Support Periods (years) 5	$ 46,000
Support Periods (year) 1	$ 10,000
Support Periods (years) 2	$ 10,500
Support Periods (years) 3 thru 4	$ 11,000
Support Periods (years) 5	$ 12,000
Support Periods (years) 1 thru 5	Included
Support Periods (years) 1 thru 5	Included
Support Periods (years) 1 thru 5	Included
Support Periods (years) 1 thru 5	Included
Support Periods (years) 1 thru 5	Included

iJustice® iSchedule™	5/1/2021	$ 0	Support Periods (years) 1 thru 5	Included

Total License Fees	$ 0
Annual Subscription License Fees	$ 0

Annual Maintenance & Support Fees:	
Net Total – Year #1	$ 340,000
Net Total – Year #2	$ 357,000
Net Total – Years #3 and #4	$ 375,000
Net Total – Year #5	$ 395,000

Extended Annual Support Period 1; beginning 5/1/2021:	$340,000 per Support Period
Extended Annual Support Period 2:	$357,000 per Support Period
Extended Annual Support Periods 3-4:	$375,000 per Support Period
Extended Annual Support Period 5:	$395,000 per Support Period

Support fees are to be paid as set forth in Section 5 of the Support Agreement as follows: The first payment will be in the amount of $340,000 (the net total due for year #1) and shall be made prior to the start of the first Support Period. Annual payments made thereafter will be in the amounts stipulated in the fee and payment schedule and shall be made on or before May 1 of each Support Period. Any undisputed amounts payable by Customer under this Agreement that remain unpaid for more than thirty (30) days following the applicable due date shall be subject to late payment fees equal to two percent (2%) interest per month (or, if less, the maximum rate allowed by applicable law) for each such month these amounts (or any portion thereof) remain unpaid thereafter.

4. **General**. This Addendum is bound by all other terms and provisions of the Support Agreement.

IN WITNESS WHEREOF, the parties hereby cause this Exhibit A to be executed by their duly authorized representatives.

AGREED:

INTEGRATED SOFTWARE SPECIALISTS, INC.

By: _____

Name: _____

Title: _____

Date: _____

AGREED:

COUNTY OF McHENRY, A BODY POLITIC

By: _____

Name: _____

Title: _____

Date: _____

ADDENDUM A

ISS iJustice Support Agreement Extension #3
For Support Agreement No. MC05090001

This amendment pertains to the extension of the Support Agreement No. MC05090001 ("**Support Agreement**"), and shall be effective as of May 1, 2026 ("**Effective Date**").

1. **Renewal and Cancellation of Support.** The following paragraph is added to Section "6. Renewal and Cancellation of Support" of the Support Agreement:

"Support Period Extension #3: The Support Period shall be extended commencing 05-01-2026 ("Effective Date") and shall end on 04-30-2031.

2. **Section 4.2 (Consulting Services Rate)**: The second sentence in Section 4.2 of the Support Agreement which reads: "Such Consulting Services will be provided at the hourly rate of $125.00", is removed and replaced with the following sentence: "Such Consulting Services will be provided at the hourly rate of $140.00".

3. **SCHEDULE 4 (fee and payment Schedule).** The following is added to SCHEDULE 4 of the Support Agreement:

Support Period Extension #3:

Software and Services		
Software Licenses	Effective Date	License Fees
		One-Time Fee
Licensed Software		
iJustice® Enterprise Court Case Management Suite	5/1/2026	
iJustice® Enterprise Probation Case Management Suite	5/1/2026	
iJustice® Enterprise Specialty "Problem Solving" Court Case Management Suite: • DUI Courts • Drug Courts • Mental Health Courts	5/1/2026	
iJustice® Automated Disposition Reporting (ADR)	5/1/2026	
iJustice® Sentencing Order	5/1/2026	
iJustice® eGuilty	5/1/2026	
iJustice® iSchedule™	5/1/2026	
iJustice® iDocument™	5/1/2026	
iJustice® iNotification™	5/1/2026	
		$ 0

Maintenance and Support	
Ongoing Support or Subscription Type	Annual Fees
Annual Maint & Support	M&S Fee
Support Periods (year) 1	$ 465,000
Support Periods (year) 2	$ 488,250
Support Periods (year) 3	$ 512,663
Support Periods (year) 4	$ 538,296
Support Periods (year) 5	$ 565,210
Support Periods (year) 1	$ 98,020
Support Periods (year) 2	$ 102,921
Support Periods (year) 3	$ 108,067
Support Periods (year) 4	$ 113,470
Support Periods (year) 5	$ 119,114
Support Periods (year) 1	$ 29,705
Support Periods (year) 2	$ 31,190
Support Periods (year) 3	$ 32,750
Support Periods (year) 4	$ 34,387
Support Periods (year) 5	$ 36,107
Support Periods (years) 1 thru 5	Included
Support Periods (years) 1 thru 5	Included
Support Periods (years) 1 thru 5	Included
Support Periods (years) 1 thru 5	Included
Support Periods (years) 1 thru 5	Included
Support Periods (years) 1 thru 5	Included

iJustice® Integrated Work Queues • Order of Protection • eFiling • Arrest Warrants • Search Warrants • Victim Named Secured • Expungement	5/1/2026		Support Periods (years) 1 thru 5	Included
iJustice® Enterprise Data Integrations and Exchanges: • eCitations (multiple vendors) • eFile IL • re:Search IL • Snap Pay • Correct Solutions • Approach the Bench • VINE • Traffic Safety School • Warrants (2) • CMS Services • OnBase • AOIC Pipelines for Courts (9) • AOIC Pipelines for Probation (10) • AOIC Pipelines for Problem Solving Courts (8)	5/1/2026		Support Periods (years) 1 thru 5	Included

Total License Fees	$	0
Annual Subscription License Fees	$	0

Annual Maintenance & Support Fees:	
Net Total – Year #1	$ 592,725
Net Total – Year #2	$ 622,361
Net Total – Year #3	$ 653,479
Net Total – Year #4	$ 686,153
Net Total – Year #5	$ 720,461

Extended Annual Support Period 1; beginning 5/1/2026:	$592,725 per Support Period
Extended Annual Support Period 2:	$622,361 per Support Period
Extended Annual Support Period 3:	$653,479 per Support Period
Extended Annual Support Period 4:	$686,153 per Support Period
Extended Annual Support Period 5:	$720,461 per Support Period

Support fees are to be paid as set forth in Section 5 of the Support Agreement as follows: The first payment will be in the amount of $592,725 - the net total due for year #1) and shall be made prior to the start of the first Support Period. Annual payments made thereafter will be in the amounts stipulated in the fee and payment schedule and shall be made on or before May 1 of each Support Period. Any undisputed amounts payable by Customer under this Agreement that remain unpaid for more than thirty (30) days following the applicable due date shall be subject to late payment fees equal to two percent (2%) interest per month (or, if less, the maximum rate allowed by applicable law) for each such month these amounts (or any portion thereof) remain unpaid thereafter.

4. **General.** This Addendum is bound by all other terms and provisions of the Support Agreement.

IN WITNESS WHEREOF, the parties hereby cause this Exhibit A to be executed by their duly authorized representatives.

AGREED:

INTEGRATED SOFTWARE SPECIALISTS, INC.

By: Michael D. Locasco

Name: MICHAEL D. LOCASCO

Title: CEO

Date: 3/27/2026

AGREED:

COUNTY OF McHENRY, A BODY POLITIC

By: Katherine M. Keefe

Name: Katherine M. Keefe

Title: Circuit Clerk

Date: 03-24-2026

RESOLUTION - SUPERMAJORITY

Circuit Clerk Resolution Authorizing Emergency Appropriation from Circuit Clerk Court Document Storage Fund Balance for Digital Preservation of Historical Court Record Books & Microfilm, plus Development of Online Archive Site (41)

WHEREAS, the Circuit Clerk has approximately 493 older index and court record books, dating from 1838 to 1992, containing over 270,000 pages of records, which are not eligible for destruction due to Illinois Supreme Court requirements that specific types of records must be scanned and/or microfilmed before destruction; and

WHEREAS, the Circuit Clerk also has approximately 190 rolls of microfilm produced by the Church of Jesus Christ of Latter-Day Saints Genealogical Society in the early 1980's, which contain scans of McHenry County Probate, Immigration and Naturalization records dating from 1840 to 1919, which have great historical value for genealogists and researchers; and

WHEREAS, McHenry County has limited space in the Archives facility; and

WHEREAS, the Circuit Clerk's long-range plan is to microfilm older case records to allow for eventual destruction, reducing the amount of space needed by the Circuit Clerk at the Archives facility; and

WHEREAS, older case records have great historical value to the public, genealogists, and researchers, while making these records available on the Circuit Clerk's website would be a valuable resource to the public and all interested parties; and

WHEREAS, vendor Arca Search has successfully developed and maintained online historical record archive sites for other Circuit Clerks in Illinois, namely Will County and Richland County; and

WHEREAS, the Court Document Storage Fund, which is funded by a fee charged on all court case filings, is statutorily designated to "*defray the expense, borne by the county, of establishing and maintaining a document storage system and converting the records of the circuit court clerk to electronic or micrographic storage*" (705 ILCS 135/10-5(d)(2)); and

WHEREAS, the project is nearing completion, but due to the unknown details of specifically how many pages are contained in each of the books, and specifically how many images are on each roll of the historical microfilm, the initial project amount was not sufficient to complete the project; and

WHEREAS, the Circuit Clerk has additional fund balance available in the Court Document Storage Fund to complete this project, which will achieve the long-range goal to scan/microfilm older court records, making them available for historical research by the public.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby authorizes the Circuit Clerk to enter into an agreement with ArcaSearch, LLC, 720 St. Germain St., St. Cloud, MN 56301, for the completion of the current digital preservation and back-up of historical original court documents, providing a searchable database of these historical court documents without additional back-indexing of the documents, at a cost not to exceed $50,000.00; and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois, that said costs will be covered by Dept. 41, Fund 371, Main Account 400100 (Court Document Storage Fund - Contractual Services), with an offsetting entry to Dept. 41, Fund 371, Main Account 099100 (Court Document Storage Fund – Utilization of Fund Balance); and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the Clerk of the Circuit Court, the Chief Judge of the 22nd Judicial Circuit, the 22nd Circuit Trial Court Administrator, the County Auditor, the Chief Financial Officer, the Assistant County Administrator, and the 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

RESOLUTION

SUBJECT: Circuit Clerk Resolution Authorizing Emergency Appropriation from Circuit Clerk Court Document Storage Fund Balance for Digital Preservation of Historical Court Record Books & Microfilm, plus Development of Online Archive Site (41)

Board / Committee Action Requested:
To approve a resolution authorizing an Emergency Appropriation for utilization of additional fund balance from the Circuit Clerk Court Document Storage Fund Balance to complete the project of Digital Preservation of Historical Court Record Books & Microfilm, plus Development of Online Archive Site

Background and Discussion: The Circuit Clerk is requesting authorization for the utilization of additional fund balance from the Court Document Storage Fund to complete an ongoing project to digitally preserve approximately 280,000 pages of court index and record books dating from 1838 to 1992, in addition to approximately 275,000 pages of scanned Probate, Immigration and Naturalization records dating from 1840 to 1919 which were microfilmed by the *Church of Jesus Christ of Latter-Day Saints Genealogical Society* in the 1980s, and the development of a McHenry County Court Online Archive site which will be made available to the public for genealogical and historical research.

This project has been ongoing since January, 2026, and is nearing completion, but due to the difficulty in determining the exact number of pages to be digitized in the historical court index and record books, and inability to determine exactly how many images are contained on each roll of historical microfilm until the project began, the original proposal fell short of the actual number of pages which needed to be reproduced. The vendor has proposed a reduced “per image” pricing on the remaining balance of the project to complete the remaining 90,000+ pages of microfilm images and 8,000+ record book pages.

The Circuit Clerk has sufficient fund balance to complete the project in the Circuit Clerk Court Document Storage Fund, which is funded by fees charged on all case filings specifically created to "*defray the expense, borne by the county, of establishing and maintaining a document storage system and converting the records of the circuit court clerk to electronic or micrographic storage*." "*The fund shall be audited by the county auditor, and the board shall make expenditure from the fund in payment of any cost related to the storage of court records, including hardware, software, research and development costs, and personnel costs related to the foregoing, provided that the expenditure is approved by the clerk of the court*." (705 ILCS 135/10-5(d)(2))

The Circuit Clerk has approximately 493 court index and record books stored in the County Archives facility, which contain more than 280,000 pages of records dating from 1838 to 1992, which contain Civil, Criminal, Family, Juvenile, Probate, Wills and other court records with both personal and historical value to the residents of McHenry County. Many of these books are required to be retained permanently by the Supreme Court, but others can be destroyed after they are digitized.

The Circuit Clerk also has approximately 200 rolls of microfilm which was created in the 1980's by the *Church of Jesus Christ of Latter-Day Saints Genealogical Society* who came onsite to scan Probate, Naturalization and Immigration records in the McHenry County Circuit Clerk's office dating from 1840 to 1919. Converting both the court record books and the probate microfilm created by the Mormons would improve the customer service ability of the Circuit Clerk to be able to find and share these historical records with interested parties.

The proposal also includes the development of a McHenry County Online Archive Site to house the records which would be linked to the Circuit Clerk's website, which would allow public searching capability for those records in this group which are classified as public records. Non-public records would only be searchable by authorized staff. Arca Search has created and maintains archive websites for a few Circuit Clerks in Illinois, including Will County Will County, Illinois - Naturalization Record Archive and Richland County Public Access: Richland County Archive.

Impact on Human Resources: The creation of the Online Archive Site would save Circuit Clerk staff time by allowing the public to do their own searching through historic records, which can be a very time-consuming process. This would also save County Archives staff time, who would not have to search through the large, heavy books to find requested records.

Impact on Budget (Revenue; Expenses, Fringe Benefits): There are approximately 90,000+ pages of microfilm remaining to be digitized and an additional 8,000+ pages of record books to be imaged. The project can be completed for less than $50,000.00 in additional utilization of fund balance from the Court Document Storage Fund.

Impact on Capital Expenditures: none

Impact on Physical Space: This project will have a positive impact on space at the County's Archives facility, reducing the amount of space needed for the Circuit Clerk's records by the number of court record books the Circuit Clerk is able to destroy following their digitization.

Impact on Other County Departments or Outside Agencies: The project will have a positive impact on the storage needs for the entire County by freeing space in the Archives facility. It will also reduce the number of requests from the Circuit Clerk to Archives to retrieve these older court records because the Circuit Clerk will be able to access the records by viewing the digitized record books, rather than requesting the physical books be driven to the Courthouse from Archives. In addition, the Online Archive Site will allow the public to conduct their own search of historical records, saving both Archives and Circuit Clerk staff time from conducting those time-consuming searches of very difficult historic records.

Conformity to Board Ordinances, Policies and Strategic Plan: The Circuit Clerk has discussed this project with the County Purchasing Director. (see attached Procurement Executive Summary). The Will County Circuit Clerk contracted with ArcaSearch to digitally preserve court records as well as provide an online archive site. Based on article 10, S10-101 of the Purchasing Ordinance which authorizes cooperative purchasing agreement participation, the Circuit Clerk and Director of Procurement and Special Services agree to renew Will County's contract with ArcaSearch.

This project conforms with Organization Advancement Strategic Goal 2: Work to update/overhaul the County website, as it would add a new level of interest and record searching capability to the Circuit Clerk's website, increasing the overall usefulness of the website, and ultimately creating more interest in the County's website in general.

ArcaSearch

Digital Archiving Services

PROPOSAL FOR:
DIGITAL PRESERVATION OF MCHENRY COUNTY COURT RECORDS
&
DEVELOPMENT OF MCHENRY COUNTY ONLINE ARCHIVE SITE

PRESENTED TO:
THE HONORABLE KATHERINE KEEFE MCHENRY COUNTY CLERK OF THE CIRCUIT COURT MCHENRY COUNTY, IL

Proposal #08062025P1V2

September 22, 2025

Prepared for:

McHenry County
2200 N Seminary Ave.
Woodstock, IL 60098

Katherine Keefe
Clerk of Circuit Court
815.334.4193
kmkeefe@mchenrycountyil.gov

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Project Benefits to the McHenry County Circuit Clerk:

- **Provides Protection from Loss:** Digital preservation and back-up of historical original documents provides protection from loss due to fire, water events, natural disasters.
- **Word searchable Archive:** Makes your archive word searchable for typed content.
- **Provides the ability to generate revenue:** by offering E-Commerce on-line record access and payment you have created a new revenue source when the laws allow.
- **Saves Time & Money:** Creates a fast and easily searchable collection without expensive manual data input.
- **Reduces Required Office Space:** Digitizing records reduces required office space. Paper records can be relocated to less valuable storage space.
- **Reduces Mis-Filed or Mis-Placed:** Reduces the possibilities of mis-filed or missing records within your archives.
- **Mitigates the spread of COVID-19:** Reduces and/or eliminates the need for access to your archives by the public, making a safer office environment.
- **Reduces internal IT support & costs:** Your hosted Compass Research System will be maintained in a Tier 3 Data Center which means your IT staff will not be required to maintain your site and has 99.98% Guaranteed Availability.

Project Benefits by using ArcaSearch patented Equipment & Process's

- **ArcaSearch will perform 100% quality check on every image and related metadata**. Each page and related Metadata reviewed by two different production staff for the highest quality.
- **ArcaSearch provides a searchable database** of historical documents without additional back-indexing of documents.
- **Images are Web Optimized:** All Images will be Web Optimized for high image quality and fast retrieval.
- **Secure Records Storage:** County Documents will be stored in a Secure Tear 3 Data Site.
- **Backup Copy of all Images:** The County will receive two hard drives with copies of all records on our hosted site. The hard drives are delivered in a hard sided case for secure off-site storage.

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OVERVIEW

ArcaSearch is pleased to be considered as a digital archiving and processing partner with McHenry County, MT. Enclosed you will find our response to your request for a proposal including project benefits, record group/product details, estimated timing, estimated costs, and agreement terms.

- Approximate Pages 471,358
- Date Range 1838 through 1992
- Page Size 15" x 9; some as large as 14" x 17"
- Condition Good
- Bindery Bound, pinned and 35mm film *
- Page Capture RGB
- Page Resolution Web Optimized PDF-A Files & JPEG image files
- OCR Yes, of typed text
- File Format Web Optimized PDF-A Files & JPEG Thumbnail Images
- Delivery Single page and two-page spread
- Metadata Defined in product categories
- Work Location Materials to be digitized at ArcaSearch

*No testing has been done on the 35mm film. Imaging and completion of the film is contingent of the quality.

There will be no other metadata schema understanding than what is expressly stated within this proposal.

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PRODUCT CATEGORIES

#1 – Adoption Cross Index

- 150 Pages
- Date range – 1900 through 1970
- Page size – 14" x 17"
- Books –1
- Bindery – Pinned
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata – Book name, alpha character
- Site Access - Private

#2 – Adoption Juvenile, Children, Parents, Mar-Lic-Pet & Support Index

- 260 Pages
- Date range – Unknown
- Page size – 14" x 17"
- Books – 1
- Bindery – Pinned
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata – Book name, alpha character
- Site Access - Private

#3 – Civil Index

- 2,600 Pages
- Date range – 1979 through 1990
- Page size – 14" x 17"
- Books – 10
- Bindery – Pinned
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata – Book name, alpha character
- Site Access – Private

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#4 – Criminal Index

- 1,040 Pages
- Date range – 1992 through 1974
- Page size – 14” x 17”
- Books – 4
- Bindery – Pinned
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata – Book name, alpha character
- Site Access - Private

#5 – Defendants Index

- 8,100 Pages
- Date range – 1906 through 1980
- Page size – 11” x 17”
- Books – 15
- Bindery – Bound (14), pinned (1)
- Condition – Good
- OCR – No
- Delivery – single page and two-page spread
- Metadata – Book name, alpha character
- Site Access - Private

#6 – Family and Juvenile Case Index

- 1,000 Pages
- Date range – 1982 through 1989
- Page size – 14” x 17”
- Books – 2
- Bindery – Pinned
- Condition –Good
- OCR – No
- Delivery – Single page
- Metadata – Book name, alpha character
- Site Access – Private

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#7 – Felony Index

- 2,280 Pages
- Date range – 1981 through 1989
- Page size – 14” x 17”
- Books – 6
- Bindery – Pinned
- Condition –Good
- OCR – No
- Delivery – Single page
- Metadata – Book name, alpha character
- Site Access - Private

#8 – Forceable Entry and Detainer Index

- 524 Pages
- Date range – Unknown
- Page size – 14” x 17”
- Books – 1
- Bindery – Pinned
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata – Book name, alpha character
- Site Access - Private

#9 – General Docket Index

- 786 Pages
- Date range – 1850 through 1963
- Page size – 14” x 17”
- Books – 3
- Bindery – Pinned
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata –Book name, alpha character
- Site Access – Private

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#10 – Index to Court Records

- 262 Pages
- Date range – Unknown
- Page size – 14” x 17”
- Books – 1
- Bindery – Pinned
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata – Book name, alpha character
- Site Access - Private

#11 – Index to Estate Files

- 1,048 Pages
- Date range – 1842 through 1991
- Page size – 14” x 17”
- Books – 3
- Bindery – Pinned
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata – Book name, alpha character
- Site Access - Private

#12 – Index to Judgement

- 524 Pages
- Date range – 1848 through 1851
- Page size – 14” x 17”
- Books – 2
- Bindery – Pinned
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata – Book name, alpha character
- Site Access – Private

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#13 – Index to Log of Juvenile and Adoption Cases

- 200 Pages
- Date range – 1983 through 1987
- Page size – 11" x 17"
- Books – 1
- Bindery – Bound
- Condition –Good
- OCR – No
- Delivery – Teo-page spread
- Metadata – Book name, alpha character
- Site Access - Private

#14 – Misdemeanor Index

- 1,834 Pages
- Date range – 1979 through 1989
- Page size – 14" x 17"
- Books – 7
- Bindery – Bound (2), pinned (5)
- Condition – Good
- OCR – No
- Delivery – Single page and two-page spread
- Metadata – Book name, alpha character
- Site Access - Private

#15 – Plaintiffs Index

- 6,262 Pages
- Date range – 1856 through 1979
- Page size – 11" x 17"
- Books – 13
- Bindery – Bound (10), pinned (3)
- Condition – Good
- OCR – No
- Delivery – Single page and two-page spread
- Metadata – Book name, alpha character
- Site Access – Private

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#16 – Probate Index

- 600 Pages
- Date range – Prior to 1991
- Page size – 11" x 17"
- Books – 1
- Bindery – Pinned
- Condition –Good
- OCR – No
- Delivery – Single page
- Metadata – Book name, alpha character
- Site Access - Private

#17 – Index to Register of Fees & Papers Filed

- 786 Pages
- Date range – 1964 through 1972
- Page size – 11" x 18"
- Books – 2
- Bindery – Pinned
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata – Book name, alpha character
- Site Access - Private

#18 – Index to Small Claims

- 4,148 Pages
- Date range – 1964 through 1988
- Page size – 11" x 17"
- Books – 12
- Bindery – Bound (2), pinned (10)
- Condition – Good
- OCR – No
- Delivery – Single page and two-page spread
- Metadata – Book name, alpha character
- Site Access – Private

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#19 – Account current administrators executors & guardian

- 580 Pages
- Date range – 1948 through 1948
- Page size – 11” x 17”
- Books – 1
- Bindery – Pinned
- Condition –Good
- OCR – Yes, of typed text
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access - Private

#20 – Administrator with Annexed Will

- 580 Pages
- Date range – 1941 through 1963
- Page size – 11” x 17”
- Books – 1
- Bindery – Pinned
- Condition – Good
- OCR – Yes, of typed text
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access - Private

#21 – Adoptions

- 3,480 Pages
- Date range – 1945 through 1963
- Page size – 14” x 17”
- Books – 6
- Bindery – Pinned
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata –Book name, alpha character, actual page number
- Site Access – Private

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#22 – Appraisment Record

- 2,900 Pages
- Date range – 1881 through 1957
- Page size – 11" x 17"
- Books – 5
- Bindery – Pinned
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access - Private

#23 – Certificate of Levy & Attachment

- 200 Pages
- Date range – Unknown
- Page size – 11" x 17"
- Books – 1
- Bindery – Pinned
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access - Private

#24 – Common Law Transfer Docket

- 4,716 Pages
- Date range – 1927 through 1959
- Page size – 11" x 17"
- Books – 6
- Bindery – Pinned
- Condition – Good
- OCR – Yes, of typed text
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access – Private

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#25 – Conservator Records

- 1,160 Pages
- Date range – 1875 through 1944
- Page size – 11” x 17”
- Books – 2
- Bindery – Pinned
- Condition – Good
- OCR – Yes, of typed text
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access - Private

#26 – Court Record

- 6,610 Pages
- Date range – 1894 through 1992
- Page size – 11” x 17”
- Books – 12
- Bindery – Pinned
- Condition – Good
- OCR – Yes, of typed text
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access - Private

#27 – Criminal Docket/Minutes

- 2,620 Pages
- Date range – 1941 through 1968
- Page size – 14” x 17”
- Books – 5
- Bindery – Pinned
- Condition – Good
- OCR – Yes, of typed text
- Delivery – Single page
- Metadata –Book name, alpha character, actual page number
- Site Access – Private

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#28 – Criminal General Docket

- 23,540 Pages
- Date range – 1838 through 1990
- Page size – 11” x 17”
- Books – 48
- Bindery – Pinned
- Condition – Good
- OCR – Yes, of typed text
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access - Private

#29 – Docket of Proceedings

- 9,000 Pages
- Date range – 1838 through 1879
- Page size – 11” x 18”
- Books – 18
- Bindery – Bound
- Condition – Good
- OCR – No
- Delivery – Two-page spread
- Metadata – Book name, alpha character, actual page number
- Site Access - Private

#30 – Estate Record

- 2,320 Pages
- Date range – 1863 through 1945
- Page size – 11” x 17”
- Books – 4
- Bindery – Pinned
- Condition – Good
- OCR – Yes, of typed text
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access – Private

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#31 – Executor Record

- 4,060 Pages
- Date range – 1866 through 1961
- Page size – 11” x 17”
- Books – 7
- Bindery – Pinned
- Condition – Good
- OCR – Yes, of typed text
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access - Private

#32 – Family Division

- 1,160 Pages
- Date range – 1969 through 1981
- Page size – 11” x 17”
- Books – 2
- Bindery – Pinned
- Condition – Good
- OCR – Yes, of typed text
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access - Private

#33 – Grand Jury & Petit Jury

- 200 Pages
- Date range – 1963 through 1979
- Page size – 11” x 17”
- Books – 1
- Bindery – Pinned
- Condition – Good
- OCR – Yes, of typed text
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access – Private

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#34 – Guardian & Conservator's Inventory

- 800 Pages
- Date range – 1956 through 1963
- Page size – 11" x 17"
- Books – 4
- Bindery – Pinned
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access - Private

#35 – Guardianship Records

- 4,060 Pages
- Date range – 1873 through 1972
- Page size – 11" x 17"
- Books – 6
- Bindery – Pinned
- Condition – Good
- OCR – Yes, of typed text
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access - Private

#36 – Indictment Records

- 500 Pages
- Date range – 1886 through 1899
- Page size – 11" x 17"
- Books – 1
- Bindery – Pinned
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata –Book name, alpha character, actual page number
- Site Access – Private

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#37 – Inheritance Tax Docket

- 1,000 Pages
- Date range – 1957 through 1963
- Page size – 11” x 17”
- Books – 2
- Bindery – Bound
- Condition – Good
- OCR – No
- Delivery – Two-page spread
- Metadata – Book name, alpha character, actual page number
- Site Access - Private

#38 – Inquisition of Patient (Insanity)

- 300 Pages
- Date Range – 1924
- Page size – 11” x 18”
- Books – 1
- Bindery – Bound
- Condition – Good
- OCR – No
- Delivery – Two-page spread
- Metadata –Book name, alpha character, actual page number
- Site Access – Private

#39 – Insane, Feeble Minded & Conservator

- 2,480 Pages
- Date range – 1838 through 1966
- Page size – 11” x 17”
- Books – 6
- Bindery – Pinned
- Condition – Good
- OCR – Yes, of typed text
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access - Private

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#40 – Inventory Record

- 20,300 Pages
- Date range – 1860 through 1963
- Page size – 11” x 17”
- Books – 35
- Bindery – Pinned
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access - Private

#41 – Juvenile Transfer Docket

- 580 Pages
- Date range – 1959 through 1963
- Page size – 11” x 17”
- Books – 1
- Bindery – Pinned
- Condition – Good
- OCR – Yes, of typed text
- Delivery – Single page
- Metadata –Book name, alpha character, actual page number
- Site Access – Private

#42 – Judge’s Probate Docket

- 12,220 Pages
- Date range – 1897 through 1963
- Page size – 11” x 17”
- Books – 22
- Bindery – Bound (5), pinned (17)
- Condition – Good
- OCR – No
- Delivery – Single page and two-page spread
- Metadata – Book name, alpha character, actual page number
- Site Access - Private

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#43 – Mental Illness

- 580 Pages
- Date range – 1953 through 1963
- Page size – 11” x 17”
- Books – 1
- Bindery – Pinned
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access - Private

#44 – Misc. Records

- 2,320 Pages
- Date range – 1923 through 1941
- Page size – 11” x 17”
- Books – 4
- Bindery – Pinned
- Condition –Good
- OCR – No
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access – Private

#45 – Orders

- 2,882 Pages
- Date range – 1960 through 1969
- Page size – 15” x 9”
- Books – 6
- Bindery – Pinned
- Condition –Good
- OCR – Yes, of typed text
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access - Private

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#46 – Probate Transfer Docket

- 23,508 Pages
- Date range – 1922 through 1961
- Page size – 11” x 17”
- Books – 30
- Bindery – Pinned
- Condition – Good
- OCR – Yes, of typed text
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access - Private

#47 – Probate Docket Record

- 1,860 Pages
- Date range – 1927 through 1959
- Page size – 11” x 17”
- Books – 4
- Bindery – Bound (10), pinned (3)
- Condition – Good
- OCR – Yes, of typed text
- Delivery – Single page and two page spread
- Metadata – Book name, alpha character, actual page number
- Site Access – Private

#48 – Probate Estate Docket

- 2,440 Pages
- Date range – 1920 through 1991
- Page size – 11” x 17”
- Books – 5
- Bindery – Bound (1), pinned (4)
- Condition – Good
- OCR – Yes, of typed text
- Delivery – Single page and two-page spread
- Metadata – Book name, alpha character, actual page number
- Site Access - Private

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#49 – Probate Record

- 71,340 Pages
- Date range – 1844 through 1963
- Page size – 11” x 17”
- Books – 123
- Bindery – Pinned
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access - Private

#50 – Probate sale of real estate record

- 2,900 Pages
- Date range – 1900 through 1963
- Page size – 11” x 17”
- Books – 5
- Bindery – Pinned
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata –Book name, alpha character,actual page number
- Site Access – Private

#51 – Recognizance Record

- 1,740 Pages
- Date range – 1915 through 1976
- Page size – 11” x 17”
- Books – 3
- Bindery – Pinned
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access - Private

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#52 – Register of Fees & Papers Filed

- 12,838 Pages
- Date range – 1964 through 1970
- Page size – 14" x 16"
- Books – 19
- Bindery – Pinned
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access - Private

#53 – Special Assignment Docket

- 3,270 Pages
- Date range – 1847 through 1949
- Page size – 11" x 17"
- Books – 7
- Bindery – Pinned
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access – Private

#54 – Will Record

- 6,980 Pages
- Date range – 1846 through 1996
- Page size – 11" x 17"
- Books – 13
- Bindery – Bound (1), pinned (12)
- Condition – Good
- OCR – Yes, of typed text
- Delivery – Single page and two-page spread
- Metadata – Book name, alpha character, actual page number
- Site Access – Private

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#55 – Immigration Declaration Records

- 1,100 Pages
- Date range – Unknown
- Bindery – 35mm Film
- Condition – Good
- OCR – Yes, of typed text
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access – Private

#56 – Immigration Naturalization Records

- 1,100 Pages
- Date range – Unknown
- Bindery – 35mm Film
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata –Book name, alpha character, actual page number
- Site Access – Private

#57 – Immigration Oath Records

- 1,100 Pages
- Date range – Unknown
- Bindery – 35mm film
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata –Book name, alpha character, actual page number
- Site Access – Private

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#58 – Immigration/Probate Index

- 1,100 Pages
- Date range – Unknown
- Bindery – 35mm Film
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access – Private

#59 – Will Index 3754-7922

- 1,100 Pages
- Date range – Unknown
- Bindery – 35mm Film
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata – Book name, alpha character, sequential page number
- Site Access – Private

#60 – Immigration Index

- 2,200 Pages
- Date range – Unknown
- Bindery – 35mm Film
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata – Book name, alpha character, sequential page number
- Site Access – Private

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#61 – Will Apha Records

- 1,100 Pages
- Date range – Unknown
- Bindery – 35mm Film
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata – Book name, alpha character, actual page number
- Site Access – Private

#62 – Probate Records

- 191,400 Pages
- Date range – Unknown
- Bindery – 35mm Film
- Condition – Good
- OCR – No
- Delivery – Single page
- Metadata –Book name, alpha character, actual page number
- Site Access – Private

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ARCASEARCH DIGITAL ARCHIVING

As your digital archiving partner, we provide project management and will use ArcaSearch technology/personnel to:

- Provide courier delivery to and from ArcaSearch for the original content
- Digitize pages from provided materials
- Optimize PDF for viewing/searching within the Compass Eclipse Research System using patented technology
- Provide two complete sets of Web Optimized PDF-A Files and JPEG Thumbnail Images on external hardware upon receiving final payment for project

We look forward to working with **McHenry County, IL.** Below are a few items ArcaSearch will need to begin your project.

- Provide a detailed manifest of archive material (required to start your project)
- Notify ArcaSearch of any scheduling requirements

ESTIMATED TIMING

The following is a timeline for your planning purposes.

The scheduled start month will be determined after receipt of the signed contract, down payment, completion of the job plan (if applicable) signed by both parties. Any discrepancies will be resolved before the start of the project.
ArcaSearch anticipates the start date to be within 6 months from the receipt of down payment.

Please allow 12 months for project's completion.

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COMPASS ECLIPSE RESEARCH SYSTEM

The core technology employed in the updated Compass Eclipse Research System has proven to be the single most cost-effective solution to historic-records management. The Compass Eclipse Research System is adapted to the specific requirements of each individual for the secure preservation and ready access of its document archives.

Your annual software subscription includes web-hosting of your archive digitized by ArcaSearch. With ArcaSearch hosting the archive, you will avoid capital equipment costs and minimize the impact on local network infrastructure and personnel. You simply need a connection to the Internet and a few basic system requirements.

System Requirements

PC: Windows 7 or newer, macOS, or Linux operating system recommended
PC: Chromium based browser (Google Chrome, Microsoft Edge, etc...)
Pop up blockers should be disabled for optimum viewing

Product Modules

A product is comprised of a single category of materials. The key to a user-friendly research application is to search and navigate information by product types, both separately and aggregated. The Compass Eclipse Research System will provide access to your archive that will satisfy the advanced researcher.

Digital Archive Hosting

With ArcaSearch hosting the archive, you are avoiding capital equipment costs and minimizing the impact on local network infrastructure and IT personnel. ArcaSearch ensures worry-free operation of the archive and will perform all maintenance and update actions. Your archive is protected from unauthorized access by your choice of security control: IP address registration, username/password or your own intranet protocols.

Technology Updates

Updates are crucial to maintaining a functional archival delivery system. Our cloud-based application assures that your service will operate properly when change comes.

Service Level

ArcaSearch maintains a 99.9 percent "up time" during business hours year-round for its hosted client services. Maintenance is performed during off-hours. In the unlikely event maintenance shut-down is required during regular business hours; the client will receive advance notice of the reason and expected duration. Unexpected service interruptions, historically are limited in duration and service is quickly restored. At these times, communication and coordination with our clients is of the utmost importance.

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STANDARD FEATURES OF THE COMPASS ECLIPSE RESEARCH SYSTEM

Hosting your Research site at a secure location

ArcaSearch has elected to host your site link at the highly secure Level 3, Data Center building in downtown Minneapolis for security, service redundancy and to minimize downtime.

The Data Center building, its tenants, and its parking areas have exceptional security. Entry to the facility is controlled by on-site security and each door/floor is controlled through card-access entry.

- •Multi-level physical access controls
- •Personal verification with properly issued ID
- •Card access entry with photo verification
- •IP Video surveillance recorded and stored for 90 days, both inside and outside the facilities
- •Man-trap entries
- •Locked cabinets, cages, storage, and suites
- •We have a Diverse Tier 1 backbone providers connected via diverse paths
- •100/1000 MB Fast Ethernet connections.
- •On-net, Carrier neutral facility

The Data Center building is backed a N+2 HVAC system. They monitor environmental systems 24 hours a day, seven days a week.

- •N+2 temperature and humidity with multiple segregated cooling zones environment
- •Raised floors with automated moisture detectors under the floors
- •Zoned smoke and heat detectors
- •Dry-pipe, pre-action fire sprinkler systems
- •Managed and monitored 24×7
- •Professional quarterly maintenance
- •Secure Protection of Data and Infrastructure – 24×7 Multi-Level Security

The Data Center building has redundant power systems (2 megawatt generator, transfer switch, UPS systems, battery plants, flexible power configurations). If any one component in the network or electrical system fails, a redundant system designed to carry the full load immediately takes control. Should the entire primary HVAC system fail, a secondary system designed to immediately handle the full capacity for cooling maintains the proper temperature in the data center.

- •110 volt, single phase
- •208 volt, single phase/three phase
- •Diverse A/B electrical circuits
- •Custom power
- •Protection Power Plan" or "Variable Power Plan"
- •100% Power Availability
- •Redundant power infrastructure
- •Redundant backup battery systems
- •Diesel-powered generators
- •Weekly, rigorous system testing
- •Professional quarterly maintenance
- •Network Availability

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Authentication & Access Options
We offer a broad selection of authentication features such as public and premium(private) access. Users can decide if they want a single option access to their research site or a tiered level access which separates access privileges to users.
This authentication process includes a multifaceted feature that includes username/password challenge and IP Filtering.

Username/Password
If specified to require username & password authentication, the research site will not be accessible until a user has entered valid credentials for access to the site

IP Filter
Login can be further restricted to specific IP addresses provided by the customer. This will restrict access to users who use the provided IP addresses. This can be combined with Username/Password authentication for increased security.

End User Technical Support
A service provided by ArcaSearch to work with technical questions and problems related to the Compass Eclipse Research System in its current configuration to end users. Technical Support does not include generic computer, software, or internet training or third-party users.

Phone and Email Support
Phone and email support are available Monday through Friday 8am – 4:30pm CST

Data Management and Storage
ArcaSearch will provide 2 forms of back-up hardware for storage and transfer of Web Optimized PDF-A Files and JPEG Thumbnail Images to be used as the final repository at client location. The hardware will remain the property of the client. Additional file back-ups are available. Price dependent on the request of files to be duplicated.

Antivirus Software
Antivirus software is run at the Data Center on the file storage servers.

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TERMS AND CONDITIONS

Document Care

ArcaSearch will exercise great professional care in preserving and digitizing the documents of the Client, as ArcaSearch performs this project. Client will not hold ArcaSearch responsible for any damage sustained to original documents, aperture cards or microfilm, due to fire, water damage, natural disaster or *force majeure* while on premises of the Client. The parties acknowledge that some of the original documents are of such age as to have been torn from past handling, and brittle, so as to be subject to splits and tears upon handling. Client will not hold ArcaSearch responsible for any incidental damage in handling of the documents, except for any damage alleged to be caused by gross negligence of ArcaSearch employees.

Confidentiality

Subject to provisions of the Freedom of Information Act (5 U.S.C. § 552) and any conforming statutes of the state in which this Proposal is executed, the parties and their attorneys shall keep the specific terms, conditions and covenants of this Proposal confidential except:

i. Where mutually agreed to in writing by the parties;
ii. Where necessary to share such information with the parties' accountants or attorneys;
iii. Where disclosure to a government entity is required; or
iv. Where disclosure is ordered by a court of competent jurisdiction.

The parties and their attorneys shall not communicate with anyone associated with any media or publication entities concerning the terms of this Proposal. This confidentiality provision is a material term of this document, and its violation shall constitute a breach of this Proposal.

Content of Documents

Client shall be solely responsible for the content of documents to be duplicated, digitized, printed and/or preserved by ArcaSearch in the performance of this agreement. ArcaSearch will not be responsible for payment of any claims or damages alleging content of said documents or records to be defamatory, or to violate or infringe upon the rights of third parties.

Limitation of Liability

Except for damages caused by gross negligence or willful misconduct, Arcasearch shall not be liable to Customer or any third party for any consequential, indirect, special, punitive or incidental damages, lost revenue or profits, or loss or damage caused or alleged to be caused directly or indirectly by any of the products or services provided hereunder for by any inadequacy thereof or deficiency or defect therein. In no event shall Arcasearch's total liability in connection with this Agreement, the products or services furnished, whether based on contract or tort, exceed the actual amount of fees paid by the Customer to Arcasearch under the terms of the Agreement.

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Governing Law And Venue

The parties agree 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 laws 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 the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the parties hereby consent to the personal jurisdiction thereof.

Warranty

ArcaSearch warrants and represents that all products or deliverables specified and furnished by or through ArcaSearch under this agreement meet the completion criteria set forth in this agreement, and that services will be provided in a workmanlike manner in accordance with industry standards.

Termination

During the terms of this agreement for this archive project, both ArcaSearch and Client will have the right to terminate this agreement for cause with 30 days written notice. Terms giving either party just cause to terminate are as follows: If one of the parties does not adhere to the responsibilities set forth in this agreement, and/or if payment(s) has not been made in accordance with terms of this agreement. Client may also terminate without cause if funding becomes unavailable. In the event of termination, for this, or any other reason, resulting in an underage between the estimated Page count represented in this proposal and the actual page count, the difference will be priced at an adjusted rate of 70 percent of the per page rate used to determine the estimated project price in this proposal. (Estimated project price divided by the estimated page count equals per page rate) The decrease-allowance shall not be more 80 percent of the proposal total. Client will receive a prorated refund on the annual fee if the agreement is terminated prior to yearly renewal.

Terms and conditions may be updated annually.

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PRICING

Project Estimating

In consultation with our clients, ArcaSearch experienced sales representatives and technicians make every effort to accurately estimate the number of documents and associated pages other items in the proposed digital archive. This estimate is one of the primary components in the overall proposal ArcaSearch presents to its customers. Final invoice will reflect the actual number of pages at the completion of this project. Additional pages over the estimated page count for this project will be priced at the per page rate of this project.

Single Page Definition: one side of a sheet of paper in a collection of sheets bound together, especially as a book, magazine, or newspaper.

Two-Page Definition: a pair of facing pages, typically the left and right pages in a publication like a book, magazine or newspaper. **Each side is a chargeable page**.

Payment Terms

ArcaSearch will invoice 25% of the project price upon receipt of this signed proposal, 25% when imaging starts, 25% after 200,000 pages have been added to the research site. Final invoice for the project cost billable upon completion & final acceptance from Kathy Keefe/County (Net 30). Applicable local and federal tax will be applied in addition to proposal price. Failure to pay an invoice within 90 days of invoice date may result in access termination of your research site.

Oversized Documents and Inserts

Maximum page size for this proposal is 15 inches x 23 inches. Individual books containing separate oversized supporting documents or loosely oversized inserted pages other than what has already been identified in this proposal will be billed at rate of $9.50 per page.

Microform/Aperture Card Exceptions

- The client acknowledges that portions of the microform are presented for digitization may be illegible. ArcaSearch will make its best effort but will not be held responsible for rendering illegible pages in this regard.
- Manual cropping, manual splitting or separation and non-sequential naming will be billed an additional $0.10/page.
- Manual cropping or manual splitting includes any page that does not have sufficient polarity or does not lay uniformly between pages or spreads.
- Microform is priced per page based on the final page count.

Additional Programming

Additional programming, beyond the scope of this proposal will be billed at $225/hour with 1-hour minimum. ArcaSearch will do our best at providing clients the highest quality searchable page when digital pages have been provided to us to be added to our research site. We are not responsible for missing pages or naming errors on pages that are provided to us in a digital born format or paper to digital format.

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By signing this agreement for **Proposal #08062025P1V2** the client is acknowledging the signatory below has read, understands and agrees to the terms presented in this document. No understanding exists other than those expressed in this agreement. This proposal is valid for 6 months from its issuance and supersedes all previous proposals or agreements.

PROJECT PRICE

- **Estimated Project Price: $277,744**
  Includes:

  - Patented document creation process delivers the highest OCR accuracy possible, without sacrificing the visual integrity of the final PDF files
  - Compass Eclipse Research Site build
  - Two-step verification process for pages quality and accuracy
  - Two complete copies of your archived files on external media
  - Includes the first year of the Compass Eclipse Research System Annual Fee

ANNUAL FEE

- **Compass Eclipse Research System Annual fee for the Second Year: $15,342**
  Includes:

  - A complete, integrated document digital archival and retrieval system
    - User friendly
    - Clipboard Feature
    - Fast Searching Capabilities
    - Maintained and updated
  - Hosting your research site in a nationally recognized data center
  - Diverse Authentication & Site Access Options
  - Unlimited users
  - End User Technical Support through site tutorials, email and phone
  - Patented process delivers high quality pages at unprecedented speeds without sacrificing page quality or accuracy of OCR results

ACCEPTED BY:

Client: _____ *Date:* _____
Client Name- Signature

Client: _____ *Date:* _____
Client Name- Printed

For ArcaSearch: _____ *Date:* _____
ArcaSearch

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McHenry County IL Circuit Clerk: LEGACY DOCUMENTS (Original Source) 06-03-2025

Added Microfilm

Overview

Produc	Product	Page Count	Face Cards		Total Pages	Types	Number of Books											
1	Adoption Cross Index	150			150	P	1											
2	Adoption Juvenile, Children, Parents, Mar-Lic-Pet &	260			260	P	1											
3	Civil Index	2600			2,600	P	10											
4	Criminal Index	1040			1,040	P	4											
5	Defendants Index	8100			8,100	B&P	15											
6	Family and Juvenile Case Index	1000			1,000	P	2											
7	Felony Index	2280			2,280	P	6											
8	Forceable Entry and Detainer Index	524			524	P	1											
9	General Docket Index	786			786	P	3											
10	Index to Court Records	262			262	P	1											
11	Index to Estate Files	1048			1,048	B&P	4											
12	Index to Judgments	524			524	P	2											
13	Index Log of Juvenile and Adoption Cases	200			200	B&P	1											
14	Misdemeanor Index	1834			1,834	B&P	7											
15	Plaintiffs Index	6262			6,262	B&P	13											
16	Probate Index	600			600	P	1											
17	Index to Register of Fees & Papers Filed	786			786	P	2											
18	Index To Small Claims	4148			4,148	B&P	12											
20	Acct. current administrators executors & guardian	580			580	P	1											
21	Administrator with Annexed Will	580			580	P	1											
22	Adoptions	3480			3,480	P	6											
23	Appraisment Record	2900			2,900	P	5											
24	Certificate of Levy & Attachment	200			200	P	1											
26	Common Law Transfer Docket	4716			4,716	P	1											
27	Conservators Records	1160			1,160	P	6											
28	Court Record	6030			6,030	P	2											
29	Criminal Docket/Minutes	3930			3,930	P	5											
30	Criminal General Docket	23540			23,540	P	48											
31	Docket of Proceedings	9000			9,000	B&P	18											
32	Estate Admin Sales Docket	2320			2,320	P	4											
33	Executors Record	4060			4,060	P	7											
34	Family Division	1160			1,160	P	2											
35	Grand Jury & Petit Jury	200			200	P	1											
36	Guardian & Conservator's Inventory	800			800	P	4											
37	Guardianship Records	4060			4,060	P	7											
38	Indictment Record	500			500	B&P	1											
39	Inheritance Tax Docket	1000			1,000	B&P	2											
40	Inquisition of Patient (Insanity)	300			300	B&P	1											
41	Insane, Feeble Minded & Conservator	2480			2,480	P	6											
42	Inventory Record	20300			20,300	P	35											

43	Juvenile Transfer Docket	580			580	P	1											
44	Judge's Probate Docket	12220			12,220	B&P	22											
45	Mental Illness	580			580	P	1											
46	Misc oath/ bond records	2320			2,320	P	4											
47	Order Admitting Will to Probate	2882			2,882	P	6											
48	Probate Transfer Docket	23508			23,508	P	30											
49	Probate Court Record	1860			1,860	B&P	4											
50	Probate Estate Docket	2440			2,440	B&P	5											
51	Probate Record	71340			71,340	P	123											
52	Probate sale of real estate	2900			2,900	P	5											
53	Recognizance Record	1740			1,740	P	3											
54	Register of Fees & Papers Filed	12838			12,838	P	19											
55	Report Records	3270			3,270	P	7											
56	Will Record	6980			6,980	B&P	13											
Microfilm																		
58	Immigration Declaration Records				1,100													
59	Immigration Naturalization Records				1,100													
60	Immigration Oath Records				1,100													
61	Immigration / Probate Index				1,100													
62	Will Index 3754 - 7922				1,100													
63	Immigration Index				2,200													
64	Wills Alpha Records				1,100													
65	Probate Records				191,400													
					Total #		**Total # of Expected Books**											
					471,358		493											
Breakdown														Supporting Information				
RODUCT	**Product**	**BOOK Name (A, B, C)**	**IDENTIFIER (Ie. Year)**		**PAGES**	**SIZE (If**	**age Siz**	**Bindery**	**Deliver**	**Orientation**	**NOTES**	**BOOK LOCATION**	**Page Number**	**Alpha**	**OCR**	**Photostat**	**Other**	
1	Adoption Cross Index		1900-1970		150		14x17	Pinned	1 Pg	Top to Bottom		031-007-0004 0006	Sequential	Yes	No	No		
2	Adoption Juvenile, Children, Parents, Mar-Lic-Pet &	1			260		14x17	Pinned	1 Pg	Top to Bottom		031-007-0004 0001	Sequential	Yes	No	No		
3	Civil Index	9 A - K	1979 - 1982		260		14x17	Pinned	1 Pg	Top to Bottom		032-001-0003 0008	Sequential	Yes	No	No		
3	Civil Index	9 L - Z	1979 - 1982		260		14x17	Pinned	1 Pg	Top to Bottom		032-001-0003 0007	Sequential	Yes	No	No		
3	Civil Index	10 L - Z	1983 - 1984		260		14x17	Pinned	1 Pg	Top to Bottom		032-001-0003 0005	Sequential	Yes	No	No		
3	Civil Index □	10 A - K	1983 - 1984		260		14x17	Pinned	1 Pg	Top to Bottom		032-001-0003 0006	Sequential	Yes	No	No		
3	Civil Index	11 A - K	1985 - 1986		260		14x17	Pinned	1 Pg	Top to Bottom		032-001-0003 0001	Sequential	Yes	No	No		
3	Civil Index	11 L - Z	1985 - 1986		260		14x17	Pinned	1 Pg	Top to Bottom		032-001-0003 0002	Sequential	Yes	No	No		
3	Civil Index	12 A - K	1987- 1988		260		14x17	Pinned	1 Pg	Top to Bottom		032-001-0003 0003	Sequential	Yes	No	No		
3	Civil Index	12 L - Z	1987- 1988		260		14x17	Pinned	1 Pg	Top to Bottom		032-001-0003 0004	Sequential	Yes	No	No		
3	Civil Index	13 A - K	1989- 1990		260		14x17	Pinned	1 Pg	Top to Bottom		032-001-0002 0004	Sequential	Yes	No	No		
3	Civil Index	13 L - Z	1989- 1990		260		14x17	Pinned	1 Pg	Top to Bottom		032-001-0002 0003	Sequential	Yes	No	No		
					2600													
4	Criminal Index		1892 - 1962		260		14x17	Pinned	1 Pg	Top to Bottom		032-003-0001 0001	Sequential	Yes	No	No		

4	Criminal Index	4	1974-1978		260		14x17	Pinned	1 Pg	Top to Bottom		032-002-0005 0005	Sequential	Yes	No	No	
4	Criminal Index	2	1964-1970		260		14x17	Pinned	1 Pg	Top to Bottom		032-002-0005 0003	Sequential	Yes	No	No	
4	Criminal Index	3	1971-1974		260		14x17	Pinned	1 Pg	Top to Bottom		032-002-0005 0004	Sequential	Yes	No	No	
					1040												
5	Defendants Index	4 L - Z	1906 - 1929		560		11x17	Bound	2 Pg	Across		032-003-0002 0007	Sequential	Yes	No	No	
5	Defendants Index	4 A - K	1906 - 1929		560		11x17	Bound	2 Pg	Across		032-003-0002 0008	Sequential	Yes	No	No	
5	Defendants Index	5 A - K	1930 - 1940		560		11x17	Bound	2 Pg	Across		032-003-0002 0006	Sequential	Yes	No	No	
5	Defendants Index	1	1856 - 1875		560		11x17	Bound	2 Pg	Across		032-003-0003 0005	Sequential	Yes	No	No	
5	Defendants Index	7 A - K	1960 - 1965		560		11x17	Bound	2 Pg	Across		032-003-0002 0001	Sequential	Yes	No	No	
5	Defendants Index	7 L - Z	1961 - 1965		560		11x17	Bound	2 Pg	Across		032-003-0002 0002	Sequential	Yes	No	No	
5	Defendants Index	3	1889 - 1906		560		11x17	Bound	2 Pg	Across		032-003-0003 0003	Sequential	Yes	No	No	
5	Defendants Index	6 L - Z	1942 - 1960		560		11x17	Bound	2 Pg	Across		032-003-0002 0003	Sequential	Yes	No	No	
5	Defendants Index	6 A - K	1941 - 1960		560		11x17	Bound	2 Pg	Across		032-003-0002 0004	Sequential	Yes	No	No	
5	Defendants Index	2	1875 - 1892		560		11x17	Bound	2 Pg	Across		032-003-0003 0004	Sequential	Yes	No	No	
5	Defendants Index	5 L- Z	1930 - 1940		560		11x17	Bound	2 Pg	Across		032-003-0002 0005	Sequential	Yes	No	No	
5	Defendants Index	8 A - K	1966- 1979		560		11x17	Bound	2 Pg	Across		032-003-0001 0002	Sequential	Yes	No	No	
5	Civil Defendant Index	N-Z	1966-1978		560		11x17	Bound	2 Pg	Across		033-002-0003 0001	Sequential	Yes	No	No	
5	Civil Defendant Index	A-M	1966-1978		560		11x17	Bound	2 Pg	Across		033-002-0004 0004	Sequential	Yes	No	No	
5	Defendants Index	8 L-Z	1966- 1980		260		14x17	Pinned	1 Pg	Top to Bottom		032-003-0001 0007	Sequential	Yes	No	No	
					8100												
6	Family and Juvenile Case Index	1	1982 - 1989		500		14x17	Pinned	1 Pg	Top to Bottom		032-001-0004 0006	Sequential	Yes	No	No	
6	Family and Juvenile Case Index	2	1982 - 1989		500		14x17	Pinned	1 Pg	Top to Bottom		032-001-0004 0005	Sequential	Yes	No	No	
					1000												
7	Felony Index		1981 - 1983		260		14x17	Pinned	1 Pg	Top to Bottom		032-001-0005 0004	Sequential	Yes	No	No	
7	Felony Index		1984		260		14x17	Pinned	1 Pg	Top to Bottom		032-001-0005 0005	Sequential	Yes	No	No	
7	Felony Index		1986 - 1987		260		14x17	Pinned	1 Pg	Top to Bottom		032-001-0005 0003	Sequential	Yes	No	No	
7	Felony Index		1985		500		14x17	Pinned	1 Pg	Top to Bottom		032-001-0005 0006	Sequential	Yes	No	No	
7	Felony Index		1988		500		14x17	Pinned	1 Pg	Top to Bottom		032-001-0005 0002	Sequential	Yes	No	No	
7	Felony Index		1989		500		14x17	Pinned	1 Pg	Top to Bottom		032-001-0005 0001	Sequential	Yes	No	No	
					2280												
8	Forceable Entry and Detainer Index	A	1987 - 1990	2	524		14x17	Pinned	1 Pg	Top to Bottom		032-001-0004 0002	Sequential	Yes	No	No	
9	General Docket Index	3	1963	1	262		14x17	Pinned	1 Pg	Top to Bottom		033-006-0004 0009	Sequential	Yes	No	No	
9	General Docket Index	2	1963	1	262		14x17	Pinned	1 Pg	Top to Bottom		033-006-0004 0005	Sequential	Yes	No	No	
9	General Docket Index		1850	1	262		14x17	Pinned	1 Pg	Top to Bottom		033-005-0005 0004	Sequential	Yes	No	No	
					786												
10	Index to Court Records	1	1969 - 1978	1	262		14x17	Pinned	1 Pg	Top to Bottom		031-003-0006 0001	Sequential	Yes	No	No	
11	Index to Estate Files		1842 - 1895	1	262		14x17	Pinned	1 Pg	Top to Bottom		032-001-0001 0004	Sequential	Yes	No	No	
11	Index to Estate Files		1843 - 1915	1	262		14x17	Bound	2 Pg	Across		032-001-0001 0001	Sequential	Yes	No	No	

11	Index to Estate Files	4 A-F	1840 - 1991	1	262		14x17	Pinned	1 Pg	Top to Bottom		033-004-0001 0002	Sequential	Yes	No	No	
11	Index to Estate Files	F-Z	1840 - 1991	1	262		14x17	Pinned	1 Pg	Top to Bottom		033-004-0001 0001	Sequential	Yes	No	No	
					1048												
12	Index to Judgments	4	1848 - 1851	1	262		14x17	Pinned	1 Pg	Top to Bottom		032-001-0001 0002	Sequential	Yes	No	No	
12	Index to Judgment	13		1	262		14x17	Pinned	1 Pg	Top to Bottom		032-001-0001 0003	Sequential	Yes	No	No	
					524												
13	Index to Log of Juvenile and Adoption Cases		1983-1987		200		11x17	Bound	2 Pg	Across		033-004-0004 0007	Sequential	Yes	No	No	
14	Misdemeanor Index	A-Z	1988	1	262		11x17	Bound	2 Pg	Across		032-001-0006 0002	Sequential	Yes	No	No	
14	Misdemeanor Index	A-Z	1984	1	262		11x17	Bound	2 Pg	Across		032-001-0006 0007	Sequential	Yes	No	No	
14	Misdemeanor Index		1989	1	262		14x17	Pinned	1 Pg	Top to Bottom		032-001-0006 0001	Sequential	Yes	No	No	
14	Misdemeanor Index		1986 - 1987	1	262		14x17	Pinned	1 Pg	Top to Bottom		032-001-0006 0003	Sequential	Yes	No	No	
14	Misdemeanor Index		1985	1	262		14x17	Pinned	1 Pg	Top to Bottom		032-001-0006 0004	Sequential	Yes	No	No	
14	Misdemeanor Index		1981 - 1983	1	262		14x17	Pinned	1 Pg	Top to Bottom		032-001-0006 0006	Sequential	Yes	No	No	
14	Misdemeanor Index		1979 - 1980	1	262		14x17	Pinned	1 Pg	Top to Bottom		032-001-0006 0005	Sequential	Yes	No	No	
					1834												
15	Plaintiffs Index	6 L - Z	1941 - 1960		500		11x17	Bound	2 Pg	Across		032-002-0006 0004	Sequential	Yes	No	No	
15	Plaintiffs Index	6 A - K	1941 - 1960		500		11x17	Bound	2 Pg	Across		032-002-0006 0006	Sequential	Yes	No	No	
15	Plaintiffs Index	4 A - K	1906 - 1929		500		11x17	Bound	2 Pg	Across		032-003-0001 0003	Sequential	Yes	No	No	
15	Plaintiffs Index	5 A - K	1930 - 1940		500		11x17	Bound	2 Pg	Across		032-003-0001 0005	Sequential	Yes	No	No	
15	Plaintiffs Index	5 L - Z	1930 - 1940		500		11x17	Bound	2 Pg	Across		032-003-0001 0006	Sequential	Yes	No	No	
15	Plaintiffs Index	1	1856 - 1875		500		11x17	Bound	2 Pg	Across		032-003-0003 0002	Sequential	Yes	No	No	
15	Plaintiffs Index	7 L - Z	1960 - 1965		500		11x17	Bound	2 Pg	Across		032-002-0006 0003	Sequential	Yes	No	No	
15	Plaintiffs Index	3	1889 - 1906		500		11x17	Bound	2 Pg	Across		032-003-0003 0001	Sequential	Yes	No	No	
15	Plaintiffs Index	4 L - Z	1906 - 1930		500		11x17	Bound	2 Pg	Across		032-003-0001 0004	Sequential	Yes	No	No	
15	Plaintiffs Index	2	1892		500		11x17	Bound	2 Pg	Across		032-003-0003 0006	Sequential	Yes	No	No	
15	Plaintiffs Index	7 A - K	1960 - 1965		500		11x17	Pinned	1 Pg	Across		032-002-0006 0005	Sequential	Yes	No	No	
15	Plaintiffs Index	8 A - K	1966- 1979		500		11x17	Pinned	1 Pg	Across		032-002-0006 0002	Sequential	Yes	No	No	
15	Plaintiffs Index	8 L - Z	1966- 1979	1	262		14x17	Pinned	1 Pg	Top to Bottom		032-002-0006 0001	Sequential	Yes	No	No	
					6262												
16	Probate Index	A-Z	Prior to 1991		600		11x17	Pinned	1 Pg	Top to Bottom		033-002-0003 0005	Sequential	Yes	No	No	
17	Index to Register of Fees & Papers Filed	72F3 - 72F240	1972	1	262		11x18	Pinned	1 Pg	Top to Bottom		033-003-0003 0006	Sequential	Yes	No	No	
17	Index to Register of Fees & Papers Filed	F	1964-1971	2	524		14x17	Pinned	1 Pg	Top to Bottom	Case # (	031-002-0002 0001	Actual	No	Yes	No	
					786												
18	Index to Small Claims	1	1964		600		11x17	Bound	2 Pg	Across		033-005-0002 0006	Sequential	Yes	No	No	
18	Index to Small Claims	2	1965		600		11x17	Bound	2 Pg	Across		033-005-0002 0005	Sequential	Yes	No	No	
18	Index to Small Claims	A-Z	1988-1990	1.25	328		11x17	Pinned	1 Pg	Top to Bottom		033-002-0004 0003	Sequential	Yes	No	No	
18	Index to Small Claims		1988-1990	1.25	328		11x17	Pinned	1 Pg	Top to Bottom		033-005-0002 0001	Sequential	Yes	No	No	
18	Index to Small Claims	5	1975-1981	1.25	328		11x17	Pinned	1 Pg	Top to Bottom		033-005-0002 0002	Sequential	Yes	No	No	

18	Index to Small Claims	4	1971-1975	1.25	328		11x17	Pinned	1 Pg	Top to Bottom		033-005-0002 0003	Sequential	Yes	No	No	
18	Index to Small Claims	3	1968-1971	1.25	328		11x17	Pinned	1 Pg	Top to Bottom		033-005-0002 0004	Sequential	Yes	No	No	
18	Index to Small Claims	2	1985-1986	1	262		14x17	Pinned	1 Pg	Top to Bottom		033-005-0001 0003	Sequential	Yes	No	No	
18	Index to Small Claims	1	1981-1984	1	262		14x17	Pinned	1 Pg	Top to Bottom		033-005-0001 0004	Sequential	Yes	No	No	
18	Index to Small Claims	2	1987-1988	1	262		14x17	Pinned	1 Pg	Top to Bottom		033-005-0001 0001	Sequential	Yes	No	No	
18	Index to Small Claims	1	1980-1986	1	262		14x17	Pinned	1 Pg	Top to Bottom		033-005-0001 0005	Sequential	Yes	No	No	
18	Index to Small Claims	3	1987-1988	1	262		14x17	Pinned	5 Pg	Top to Bottom		033-005-0001 0002	Sequential	Yes	No	No	
					4148												
20	Acct. current administrators executors & guardian		1948		580		11x17	Pinned	1 Pg	Top to Bottom		001-002-0002 0001	Actual	No	Yes	No	
21	Administrator with Annexed Will		1941-1963		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
22	Adoptions	R	1945 - 1950		580		14x17	Pinned	1 Pg	Top to Bottom		033-004-0002 0001	Actual	No	No	No	
22	Adoptions	U	1950 - 1954		580		14x17	Pinned	1 Pg	Top to Bottom		033-004-0002 0002	Actual	No	No	No	
22	Adoptions		1954 - 1959		580		14x17	Pinned	1 Pg	Top to Bottom		033-004-0002 0003	Actual	No	No	No	
22	Adoptions	BB	1959 - 1962		580		14x17	Pinned	1 Pg	Top to Bottom		033-004-0002 0004	Actual	No	No	No	
22	Adoptions	DD	1961- 1963		580		14x17	Pinned	1 Pg	Top to Bottom		031-004-0006 0002	Actual	No	No	No	
22	Adoptions	GG	1963		580		14x17	Pinned	1 Pg	Top to Bottom		033-004-0002 0005	Actual	No	No	No	
					3480												
23	Appraisment Record		1881-1889		580		11x17	Pinned	1 Pg	Top to Bottom		001-001-0003 0001	Actual	No	Yes	No	
23	Appraisment Record		1905-1912		580		11x17	Pinned	1 Pg	Top to Bottom		001-004-0002 0001	Actual	No	Yes	No	
23	Appraisment Record		1940-1949		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
23	Appraisment Record		1930-1940		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
23	Appraisment Record		1950-1957		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
					2900												
24	Certificate of Levy & Attachment		1865 - 1918		200		11x17	Bound	2 Pg	Across		031-003-0004 0005	Actual	No	No	No	
26	Common Law Transfer Docket	K	1927-1929	3	786		11x17	Pinned	1 Pg	Top to Bottom		031-004-0006 0001	Actual	No	Yes	No	
26	Common Law Transfer Docket	1737-4599	1938	3	786		11x17	Pinned	1 Pg	Top to Bottom		031-002-0005 0003	Actual	No	Yes	No	
26	Common Law Transfer Docket	2	1940-1951	2	524		11x17	Pinned	1 Pg	Top to Bottom		031-002-0003 0005	Actual	No	Yes	No	
26	Common Law Transfer Docket	2	1952-1963	4	1048		11x17	Pinned	1 Pg	Top to Bottom		033-002-0004 0005	Actual	No	Yes	No	
26	Common Law Transfer Docket	3	1951-1955	3	786		11x17	Pinned	1 Pg	Top to Bottom		031-002-0001 0003	Actual	No	Yes	No	
26	Common Law Transfer Docket	4	1955-1959	3	786		11x17	Pinned	1 Pg	Top to Bottom		031-002-0002 0002	Actual	No	Yes	No	
					4716												
27	Conservators Records		1875-1896		580		11x17	Pinned	1 Pg	Top to Bottom		001-003-0001 0003	Actual	No	Yes	No	
27	Conservators Records		1941-1944		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
					1160												
28	Court Record		1894		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
28	Court Record		1836-1962		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	

28	Court Record		1854 - 1860	3	786		14x17	Pinned	1 Pg	Top to Bottom		031-004-0003 0001	Actual	No	Yes	No	
28	Court Record		1873-1878		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
28	Court Record		1895-1924		580		11x17	Pinned	1 Pg	Top to Bottom		001-006-0003 0003	Actual	No	Yes	No	
28	Court Record		1894 - 1919		480		11x17	Pinned	1 Pg	Top to Bottom		033-006-0005 0006	Actual	No	Yes	No	
28	Court Record	2	1919 - 1932		480		11x17	Pinned	1 Pg	Top to Bottom		031-008-0001 0002	Actual	No	Yes	No	
28	Court Record	3805 - 6291	1932 - 1951		480		11x17	Pinned	1 Pg	Top to Bottom		033-006-0004 0004	Actual	No	Yes	No	
28	Court Record		1940-1943		580		11x17	Pinned	1 Pg	Top to Bottom		001-006-0002 0006	Actual	No	Yes	No	
28	Court Record	4	1951- 1959		480		11x17	Pinned	1 Pg	Top to Bottom		033-006-0004 0010	Actual	No	Yes	No	
28	Court Record	5	1959 - 1963		480		11x17	Pinned	1 Pg	Top to Bottom		031-007-0004 0002	Actual	No	Yes	No	
28	Court Administration	Book 1	1979-1992	2	524		14x17	Pinned	1 Pg	Top to Bottom		032-001-0004 0003	Actual	No	No	No	
					6610												
29	Criminal Docket/Minutes	787	1941 - 1953	2	524		14x17	Pinned	1 Pg	Top to Bottom		031-007-0003 0004	Actual	No	Yes	No	
29	Criminal Docket/Minutes	2	1953-1958	2	524		14x17	Pinned	1 Pg	Top to Bottom		031-007-0003 0003	Actual	No	Yes	No	
29	Criminal Docket/Minutes	2900 - 4408	1958-1964	2	524		14x17	Pinned	1 Pg	Top to Bottom		033-002-0004 0001	Actual	No	Yes	No	
29	Criminal Docket/Minutes	4414 - 5744	1964-1966	2	524		14x17	Pinned	1 Pg	Top to Bottom		033-001-0006 0004	Actual	No	Yes	No	
29	Criminal Docket/Minutes	5745 - 6497	1966-1968	2	524		14x17	Pinned	1 Pg	Top to Bottom		031-001-0003 0004	Actual	No	Yes	No	
					2620												
30	Criminal General Docket	A	1838 - 1857		480		11x17	Pinned	1 Pg	Top to Bottom		031-003-0005 0003	Actual	No	No	No	
30	Criminal General Docket	B	1857 - 1859		480		11x17	Pinned	1 Pg	Top to Bottom		031-003-0004 0002	Actual	No	No	No	
30	Criminal General Docket	C	1859 - 1870		480		11x17	Pinned	1 Pg	Top to Bottom		031-003-0004 0001	Actual	No	No	No	
30	Criminal General Docket	D	1859 - 1872		480		11x17	Pinned	1 Pg	Top to Bottom		031-003-0004 0004	Actual	No	No	No	
30	Criminal General Docket	I	1870 - 1886		480		11x17	Pinned	1 Pg	Top to Bottom		031-003-0004 0003	Actual	No	No	No	
30	Criminal General Docket	2	1886 - 1898		480		11x17	Pinned	1 Pg	Top to Bottom		033-006-0004 0008	Actual	No	Yes	No	
30	Criminal General Docket	3	1898 - 1907		480		11x17	Pinned	1 Pg	Top to Bottom		033-006-0004 0007	Actual	No	Yes	No	
30	Criminal General Docket	1	1975		480		11x17	Pinned	1 Pg	Top to Bottom		031-007-0004 0003	Actual	No	Yes	No	
30	Criminal General Docket	2	1976		480		11x17	Pinned	1 Pg	Top to Bottom		033-005-0004 0002	Actual	No	Yes	No	
30	Criminal General Docket	3	1977		480		11x17	Pinned	1 Pg	Top to Bottom		033-005-0004 0001	Actual	No	Yes	No	
30	Criminal General Docket	4	1907 - 1914		480		11x17	Pinned	1 Pg	Top to Bottom		033-007-0002 0006	Actual	No	Yes	No	
30	Criminal General Docket	4	1978 - 1979		480		11x17	Pinned	1 Pg	Top to Bottom		033-005-0003 0005	Actual	No	Yes	No	
30	Criminal General Docket	5	1914 - 1921		480		11x17	Pinned	1 Pg	Top to Bottom		033-006-0004 0001	Actual	No	Yes	No	
30	Criminal General Docket	5	1979 - 1980		480		11x17	Pinned	1 Pg	Top to Bottom		033-005-0003 0004	Actual	No	Yes	No	
30	Criminal General Docket	6	1980		480		11x17	Pinned	1 Pg	Top to Bottom		033-007-0002 0005	Actual	No	Yes	No	
30	Criminal General Docket	6	1921 - 1926		480		11x17	Pinned	1 Pg	Top to Bottom		033-006-0003 0007	Actual	No	Yes	No	
30	Criminal General Docket	7	1926 - 1931		480		11x17	Pinned	1 Pg	Top to Bottom		033-006-0003 0003	Actual	No	Yes	No	
30	Criminal General Docket	8	1931 - 1937		480		11x17	Pinned	1 Pg	Top to Bottom		033-006-0003 0006	Actual	No	Yes	No	
30	Criminal General Docket	9	1937 - 1948		480		11x17	Pinned	1 Pg	Top to Bottom		033-006-0003 0005	Actual	No	Yes	No	
30	Criminal General Docket	10	1948 - 1955		480		11x17	Pinned	1 Pg	Top to Bottom		033-006-0003 0001	Actual	No	Yes	No	
30	Criminal General Docket	11	1955 - 1960		480		11x17	Pinned	1 Pg	Top to Bottom		031-007-0003 0001	Actual	No	Yes	No	
30	Criminal General Docket	12	1960 - 1963		480		11x17	Pinned	1 Pg	Top to Bottom		033-006-0002 0005	Actual	No	Yes	No	
30	Criminal General Docket	13	1964		480		11x17	Pinned	1 Pg	Top to Bottom		033-006-0002 0003	Actual	No	Yes	No	
30	Criminal General Docket	14	1964 - 1965		480		11x17	Pinned	1 Pg	Top to Bottom		033-006-0002 0006	Actual	No	Yes	No	
30	Criminal General Docket	15	1965 - 1966		480		11x17	Pinned	1 Pg	Top to Bottom		033-006-0002 0002	Actual	No	Yes	No	
30	Criminal General Docket	16	1966 - 1967		480		11x17	Pinned	1 Pg	Top to Bottom		033-006-0002 0004	Actual	No	Yes	No	

30	Criminal General Docket	17	1967 - 1968		480		11x17	Pinned	1 Pg	Top to Bottom		033-006-0002 0001	Actual	No	Yes	No	
30	Criminal General Docket	18	1968 - 1969		480		11x17	Pinned	1 Pg	Top to Bottom		033-006-0001 0006	Actual	No	Yes	No	
30	Criminal General Docket	19	1969 - 1971		480		11x17	Pinned	1 Pg	Top to Bottom		033-006-0001 0003	Actual	No	Yes	No	
30	Criminal General Docket	20	1971 - 1972		480		11x17	Pinned	1 Pg	Top to Bottom		033-006-0001 0005	Actual	No	Yes	No	
30	Criminal General Docket	21	1972		480		11x17	Pinned	1 Pg	Top to Bottom		033-006-0001 0002	Actual	No	Yes	No	
30	Criminal General Docket	22	1972 - 1973		480		11x17	Pinned	1 Pg	Top to Bottom		033-006-0001 0004	Actual	No	Yes	No	
30	Criminal General Docket	23	1973 - 1974		480		11x17	Pinned	1 Pg	Top to Bottom		033-006-0001 0001	Actual	No	Yes	No	
30	Criminal General Docket	24	1974 - 1975		480		11x17	Pinned	1 Pg	Top to Bottom		033-005-0006 0006	Actual	No	Yes	No	
30	Criminal General Docket	26	1978 - 1979		480		11x17	Pinned	1 Pg	Top to Bottom		033-005-0006 0004	Actual	No	Yes	No	
30	Criminal General Docket	27	1979 - 1980		480		11x17	Pinned	1 Pg	Top to Bottom		033-005-0006 0001	Actual	No	Yes	No	
30	Criminal General Docket	28	1980		480		11x17	Pinned	1 Pg	Top to Bottom		033-005-0006 0003	Actual	No	Yes	No	
30	Criminal General Docket	29	1981		480		11x17	Pinned	1 Pg	Top to Bottom		033-005-0006 0002	Actual	No	Yes	No	
30	Criminal General Docket	30	1982		480		11x17	Pinned	1 Pg	Top to Bottom		033-005-0005 0007	Actual	No	Yes	No	
30	Criminal General Docket	31	1983		480		11x17	Pinned	1 Pg	Top to Bottom		033-005-0005 0006	Actual	No	Yes	No	
30	Criminal General Docket	32	1984		480		11x17	Pinned	1 Pg	Top to Bottom		033-007-0003 0005	Actual	No	Yes	No	
30	Criminal General Docket	33	1985		480		11x17	Pinned	1 Pg	Top to Bottom		033-005-0005 0002	Actual	No	Yes	No	
30	Criminal General Docket	34	1986		480		11x17	Pinned	1 Pg	Top to Bottom		033-005-0005 0003	Actual	No	Yes	No	
30	Criminal General Docket	35	1975 - 1977		580		11x17	Pinned	1 Pg	Top to Bottom		031-008-0001 0003	Actual	No	Yes	No	
30	Criminal General Docket	36	1988		580		11x17	Pinned	1 Pg	Top to Bottom		033-005-0004 0006	Actual	No	No	No	
30	Criminal General Docket	37	1989		580		11x17	Pinned	1 Pg	Top to Bottom		033-007-0003 0006	Actual	No	No	No	
30	Criminal General Docket	38	1990		580		11x17	Pinned	1 Pg	Top to Bottom		031-008-0001 0001	Actual	No	No	No	
30	Criminal General Docket	35	1987		580		11x17	Pinned	1 Pg	Top to Bottom		033-005-0005 0001	Actual	No	Yes	No	
					23540												
31	Docket of Proceedings	1	1838 - 1843		500		11x18	Bound	2 Pg	Across		031-007-0004 0005	Actual	No	No	No	
31	Docket of Proceedings	2	1843 - 1847		500		11x18	Bound	2 Pg	Across		033-006-0005 0005	Actual	No	No	No	
31	Docket of Proceedings	3	1847 - 1850		500		11x18	Bound	2 Pg	Across		031-004-0005 0005	Actual	No	No	No	
31	Docket of Proceedings	4	1850- 1852		500		11x18	Bound	2 Pg	Across		031-004-0005 0004	Actual	No	No	No	
31	Docket of Proceedings	5	1852 - 1854		500		11x18	Bound	2 Pg	Across		031-004-0005 0003	Actual	No	No	No	
31	Docket of Proceedings	6	1862		500		11x18	Bound	2 Pg	Across		031-004-0005 0002	Actual	No	No	No	
31	Docket of Proceedings	7	1857 - 1859		500		11x18	Bound	2 Pg	Across		031-004-0005 0001	Actual	No	No	No	
31	Docket of Proceedings	9	1855 -		500		11x18	Bound	2 Pg	Across		031-004-0004 0004	Actual	No	No	No	
31	Docket of Proceedings	10	1859 - 1860		500		11x18	Bound	2 Pg	Across		031-004-0004 0005	Actual	No	No	No	
31	Docket of Proceedings	11	1860 - 1861		500		11x18	Bound	2 Pg	Across		031-004-0004 0006	Actual	No	No	No	
31	Docket of Proceedings	12	1862- 1864		500		11x18	Bound	2 Pg	Across		031-004-0004 0003	Actual	No	No	No	
31	Docket of Proceedings	13	1865- 1867		500		11x18	Bound	2 Pg	Across		031-004-0004 0002	Actual	No	No	No	
31	Docket of Proceedings	14	1868 - 1869		500		11x18	Bound	2 Pg	Across		031-004-0004 0001	Actual	No	No	No	
31	Docket of Proceedings	15	1870 - 1871		500		11x18	Bound	2 Pg	Across		031-004-0003 0006	Actual	No	No	No	
31	Docket of Proceedings	16	1871- 1873		500		11x18	Bound	2 Pg	Across		031-004-0003 0005	Actual	No	No	No	
31	Docket of Proceedings	17	1873 - 1875		500		11x18	Bound	2 Pg	Across		031-004-0003 0004	Actual	No	No	No	
31	Docket of Proceedings	18	1875- 1877		500		11x18	Bound	2 Pg	Across		031-004-0003 0003	Actual	No	No	No	
31	Docket of Proceedings	19	1878 - 1879		500		11x18	Bound	2 Pg	Across		031-004-0003 0002	Actual	No	No	No	
					9000												
32	Estate Record		1863-1874		580		11x17	Pinned	1 Pg	Top to Bottom		033-004-0004 0002	Actual	No	Yes	No	

32	Estate Record		1876-1893		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
32	Estate Record		1935-1937		580		11x17	Pinned	1 Pg	Top to Bottom		001-007-0003 0003	Actual	No	Yes	No	
32	Estate Bound		1942-1945		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
					2320												
33	Executors Record		1866-1873		580		11x17	Pinned	1 Pg	Top to Bottom		001-006-0003 0001	Actual	No	Yes	No	
33	Executors Record		1919-1923		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
33	Executors Record		1923-1929		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
33	Executors Record		1929-1933		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
33	Executors Record		1944-1948		580		11x17	Pinned	1 Pg	Top to Bottom		001-004-0001 0003	Actual	No	Yes	No	
33	Executors Record		1948-1952		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
33	Executors Record		1958-1961		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
					4060												
34	Family Division	1	1969-1977		580		11x17	Pinned	1 Pg	Top to Bottom		033-004-0001 0003	Actual	No	Yes	No	
34	Family Division	2	1977-1981		580		11x17	Pinned	1 Pg	Top to Bottom		033-004-0001 0006	Actual	No	Yes	No	
					1160												
35	Grand Jury & Petit Jury	24	1963 - 1979		200		11x17	Pinned	1 Pg	Top to Bottom		033-001-0005 0002	Actual	No	Yes	No	
36	Guardian & Conservator's Inventory	D	1956 - 1962		200		11x17	Pinned	1 Pg	Top to Bottom		033-006-0005 0001	Actual	No	No	No	
36	Guardian & Conservator's Inventory	E	1962		200		11x17	Pinned	1 Pg	Top to Bottom		033-006-0005 0004	Actual	No	No	No	
36	Guardian & Conservator's Inventory	F	1962		200		11x17	Pinned	1 Pg	Top to Bottom		033-006-0005 0002	Actual	No	No	No	
36	Guardian & Conservator's Inventory	R	1963		200		11x17	Pinned	1 Pg	Top to Bottom		033-006-0005 0003	Actual	No	No	No	
					800												
37	Guardianship Records		1873-1951		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
37	Guardianship Records		1902-1904		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
37	Guardianship Records		1915-1940		580		11x17	Pinned	1 Pg	Top to Bottom		001-005-0001 0005	Actual	No	Yes	No	
37	Guardianship Records		1923-1928		580		11x17	Pinned	1 Pg	Top to Bottom		001-001-0001 0005	Actual	No	Yes	No	
37	Guardianship Records		1952-1963		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
37	Guardianship Records		1953-1962		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
37	Guardianship Records		1959-1972		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
					4060												
38	Indictment Record	1	1886-1899		500		11x17	Bound	2 Pg	Across		033-003-0001 0001	Actual	No	No	No	
39	Inheritance Tax Docket	4 M - Z	1957 - 1963		500		11x17	Bound	2 Pg	Across		031-002-0003 0003	Actual	No	Yes	No	
39	Inheritance Tax Docket	4 A-L	1957 - 1963		500		11x17	Bound	2 Pg	Across		031-001-0004 0004	Actual	No	Yes	No	
					1000												
40	Inquisition of Patient (Insanity)		1924		300		11x18	Bound	2 Pg	Across		033-004-0005 0001	Actual	No	No	No	
41	Insane, Feeble Minded & Conservator	4	1943-1952		200		11x17	Pinned	1 Pg	Top to Bottom		033-004-0003 0005	Actual	No	Yes	No	

41	Insane, Feeble Minded & Conservator	4	1952 - 1965		200		11x17	Pinned	1 Pg	Top to Bottom		033-004-0003 0006	Actual	No	No	No	
41	Insane, Feeble Minded & Conservator	4	1838		580		11x17	Pinned	1 Pg	Top to Bottom		033-005-0004 0003	Actual	No	Yes	No	
41	Insane, Feeble Minded & Conservator		1907-1929		500		11x17	Pinned	1 Pg	Top to Bottom		031-003-0004 0006	Actual	No	Yes	No	
41	Insane, Feeble Minded & Conservator	D 1889 - 1905; Adoptions 18	1888 - 1945		500		11x17	Pinned	1 Pg	Top to Bottom		031-003-0003 0003	Actual	No	No	No	
41	Insane, Feeble Minded & Conservator	2	1954 - 1966		500		11x17	Pinned	1 Pg	Top to Bottom		033-004-0003 0003	Actual	No	No	No	
					2480												
42	Inventory Record		1860-1872		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
42	Inventory Record		1875-1881		580		11x17	Pinned	1 Pg	Top to Bottom		001-007-0003 0004	Actual	No	Yes	No	
42	Inventory Record		1881-1897		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
42	Inventory Record		1895-1891		580		11x17	Pinned	1 Pg	Top to Bottom		001-005-0003 0005	Actual	No	Yes	No	
42	Inventory Record		1898-1903		580		11x17	Pinned	1 Pg	Top to Bottom		001-002-0001 0003	Actual	No	Yes	No	
42	Inventory Record		1899-1904		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
42	Inventory Record		1903-1907		580		11x17	Pinned	1 Pg	Top to Bottom		001-002-0001 0002	Actual	No	Yes	No	
42	Inventory Record		1904-1907		580		11x17	Pinned	1 Pg	Top to Bottom		001-001-0001 0003	Actual	No	Yes	No	
42	Inventory Record		1908-1911		580		11x17	Pinned	1 Pg	Top to Bottom		001-001-0003 0006	Actual	No	Yes	No	
42	Inventory Record		1909-1913		580		11x17	Pinned	1 Pg	Top to Bottom		001-003-0001 0001	Actual	No	Yes	No	
42	Inventory Record		1916-1919		580		11x17	Pinned	1 Pg	Top to Bottom		001-006-0001 0002	Actual	No	Yes	No	
42	Inventory Record		1919-1922		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
42	Inventory Record		1919-1929		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
42	Inventory Record		1920-1922		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
42	Inventory Record		1921-1941		580		11x17	Pinned	1 Pg	Top to Bottom		001-004-0003 0004	Actual	No	Yes	No	
42	Inventory Record		1923-1926		580		11x17	Pinned	1 Pg	Top to Bottom		001-007-0002 0003	Actual	No	Yes	No	
42	Inventory Record		1926		580		11x17	Pinned	1 Pg	Top to Bottom		001-007-0001 0001	Actual	No	Yes	No	
42	Inventory Record		1927		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
42	Inventory Record		1926-1929		580		11x17	Pinned	1 Pg	Top to Bottom		001-003-0001 0005	Actual	No	Yes	No	
42	Inventory Record		1933-1935		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
42	Inventory Record		1935-1937		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
42	Inventory Record		1938-1939		580		11x17	Pinned	1 Pg	Top to Bottom		001-001-0003 0005	Actual	No	Yes	No	
42	Inventory Record		1940-1941		580		11x17	Pinned	1 Pg	Top to Bottom		001-004-0002 0002	Actual	No	Yes	No	
42	Inventory Record		1940-1941		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
42	Inventory Record		1940-1950		580		11x17	Pinned	1 Pg	Top to Bottom		001-002-0001 0004	Actual	No	Yes	No	
42	Inventory Record		1945-1947		580		11x17	Pinned	1 Pg	Top to Bottom		001-002-0003 0006	Actual	No	Yes	No	
42	Inventory Record		1949-1953		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
42	Inventory Record		1950-1953		580		11x17	Pinned	1 Pg	Top to Bottom		001-003-0002 0005	Actual	No	Yes	No	
42	Inventory Record		1953-1955		580		11x17	Pinned	1 Pg	Top to Bottom		001-004-0002 0004	Actual	No	Yes	No	
42	Inventory Record		1955-1958		580		11x17	Pinned	1 Pg	Top to Bottom		001-004-0002 0003	Actual	No	Yes	No	
42	Inventory Record		1955-1958		580		11x17	Pinned	1 Pg	Top to Bottom		001-006-0002 0002	Actual	No	Yes	No	
42	Inventory Record		1958-1959		580		11x17	Pinned	1 Pg	Top to Bottom		001-004-0002 0006	Actual	No	Yes	No	
42	Inventory Record		1958-1961		580		11x17	Pinned	1 Pg	Top to Bottom		001-004-0001 0001	Actual	No	Yes	No	
42	Inventory Record		1963		580		11x17	Pinned	1 Pg	Top to Bottom		001-005-0002 0005	Actual	No	Yes	No	
42	Inventory Record		1961-1963		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
					20300												
43	Juvenile Transfer Docket	3	1959 - 1963		580		11x17	Pinned	1 Pg	Top to Bottom		031-002-0003 0004	Actual	No	Yes	No	

44	Judge's Probate Docket	7	1897		500		11x17	Bound	2 Pg	Across		032-002-0004 0001	Actual	No	No	No	
44	Judge's Probate Docket	8	1898		500		11x17	Bound	2 Pg	Across		032-002-0004 0002	Actual	No	No	No	
44	Judge's Probate Docket	9	1898 - 1899		400		11x17	Pinned	1 Pg	Top to Bottom		032-002-0004 0003	Actual	No	No	No	
44	Judge's Probate Docket	10	1899-1900		500		11x17	Bound	2 Pg	Across		032-002-0004 0004	Actual	No	No	No	
44	Judge's Probate Docket	11	1900 - 1901		580		11x17	Pinned	1 Pg	Top to Bottom		033-004-0006 0006	Actual	No	No	No	
44	Judge's Probate Docket	12	1901 - 1902		580		11x17	Pinned	1 Pg	Top to Bottom		033-004-0006 0007	Actual	No	No	No	
44	Judge's Probate Docket	13	1903 - 1904		400		11x17	Pinned	1 Pg	Top to Bottom		033-004-0006 0008	Actual	No	No	No	
44	Judge's Probate Docket	14	1904- 1905		400		11x17	Pinned	1 Pg	Top to Bottom		033-004-0006 0011	Actual	No	No	No	
44	Judge's Probate Docket	15	1905 - 1906		580		11x17	Pinned	1 Pg	Top to Bottom		033-004-0006 0010	Actual	No	No	No	
44	Judge's Probate Docket	16	1906 - 1907		580		11x17	Pinned	1 Pg	Top to Bottom		033-004-0006 0009	Actual	No	No	No	
44	Judge's Probate Docket	17	1907 - 1908		580		11x17	Pinned	1 Pg	Top to Bottom		033-004-0006 0005	Actual	No	No	No	
44	Judge's Probate Docket	18	1908-1910		500		11x17	Bound	2 Pg	Across		033-004-0006 0004	Actual	No	No	No	
44	Judge's Probate Docket	19	1910 - 1911		400		11x17	Pinned	1 Pg	Top to Bottom		033-004-0006 0003	Actual	No	No	No	
44	Judge's Probate Docket	20	1911 - 1912		580		11x17	Pinned	1 Pg	Top to Bottom		033-004-0006 0002	Actual	No	No	No	
44	Judge's Probate Docket	21	1913 - 1914		580		11x17	Pinned	1 Pg	Top to Bottom		033-004-0006 0001	Actual	No	No	No	
44	Judge's Probate Docket	A - I	1940-1963		580		11x17	Pinned	1 Pg	Top to Bottom		032-002-0003 0003	Actual	No	No	No	
44	Judge's Probate Docket	A - L	1926 - 1962		580		11x17	Pinned	1 Pg	Top to Bottom		032-002-0003 0002	Actual	No	No	No	
44	Judge's Probate Docket	Closed Estates - S - Z	1950-1963		580		11x17	Pinned	1 Pg	Top to Bottom		032-002-0003 0001	Actual	No	No	No	
44	Judge's Probate Docket	J - R	1959		580		11x17	Pinned	1 Pg	Top to Bottom		033-002-0005 0006	Actual	No	No	No	
44	Judge's Probate Docket	Open Estates	1963		580		11x17	Pinned	1 Pg	Top to Bottom		032-002-0003 0004	Actual	No	No	No	
44	Judge's Probate Docket	W - Z	1927		500		11x17	Bound	2 Pg	Across		031-001-0002 0002	Actual	No	No	No	
44	Judge's Probate Docket		1863-1866		580		11x17	Pinned	1 Pg	Top to Bottom		033-004-0004 0003	Actual	No	No	No	
					12220												
45	Mental Illness	5	1953- 1963		580		11x17	Pinned	1 Pg	Top to Bottom		033-005-0004 0004	Actual	No	No	No	
46	Misc oath/ bond records		1936-1941		580		11x17	Pinned	1 Pg	Top to Bottom		001-004-0001 0002	Actual	No	Yes	No	
46	Misc. records estate docket		1927-1932		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
46	Misc. Records Estate Inventory		1923-1926		580		11x17	Pinned	1 Pg	Top to Bottom		001-003-0002 0003	Actual	No	Yes	No	
46	Misc. Records Estate Inventory		1932-1935		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
					2320												
47	Order Admitting Will to Probate		1960 - 1963	4	1048		15x9	Pinned	1 Pg	Top to Bottom		031-002-0006 0002	Actual	No	Yes	No	
47	Order Appointing Administrator	A - Z	1961 - 1969	1	262		15x9	Pinned	1 Pg	Top to Bottom		031-001-0004 0005	Actual	No	Yes	No	
47	Orders Appointing Conservator & Guardian		1961	1	262		15x9	Pinned	1 Pg	Top to Bottom		031-001-0004 0006	Actual	No	Yes	No	
47	Orders of Commitment	A - Z	1960	1	262		15x9	Pinned	1 Pg	Top to Bottom		031-002-0003 0006	Actual	No	Yes	No	
47	Orders of Heirship	1	1962 - 1963	1	262		15x9	Pinned	1 Pg	Top to Bottom		031-001-0004 0003	Actual	No	Yes	No	
47	Orders of Heirship	L - Z	1960	3	786		15x9	Pinned	1 Pg	Top to Bottom		033-003-0004 0004	Actual	No	Yes	No	
					2882												
48	Probate Transfer Docket	2	1923 - 1925	4	1048		14x17	Pinned	1 Pg	Top to Bottom		031-002-0003 0001	Actual	No	Yes	No	
48	Probate Transfer Docket	3	1925	4	1048		14x17	Pinned	1 Pg	Top to Bottom		033-003-0004 0002	Actual	No	Yes	No	
48	Probate Transfer Docket	4	1926 - 1928	3	786		14x17	Pinned	1 Pg	Top to Bottom		031-003-0001 0001	Actual	No	Yes	No	

48	Probate Transfer Docket	5	1928 - 1929	4	1048		14x17	Pinned	1 Pg	Top to Bottom		033-001-0004 0001	Actual	No	Yes	No	
48	Probate Transfer Docket	6	1929 - 1930	2	524		14x17	Pinned	1 Pg	Top to Bottom		031-001-0004 0001	Actual	No	Yes	No	
48	Probate Transfer Docket	7	1930	4	1048		14x17	Pinned	1 Pg	Top to Bottom		031-002-0005 0001	Actual	No	Yes	No	
48	Probate Transfer Docket	8	1931- 1932	3	786		14x17	Pinned	1 Pg	Top to Bottom		031-001-0002 0001	Actual	No	Yes	No	
48	Probate Transfer Docket	9	1932 - 1933	1	262		14x17	Pinned	1 Pg	Top to Bottom		033-001-0002 0004	Actual	No	Yes	No	
48	Probate Transfer Docket	10	1933 - 1935	2	524		14x17	Pinned	1 Pg	Top to Bottom		031-002-0005 0005	Actual	No	Yes	No	
48	Probate Transfer Docket	11	1935 - 1938	3	786		14x17	Pinned	1 Pg	Top to Bottom		031-002-0005 0002	Actual	No	Yes	No	
48	Probate Transfer Docket	12	1938	3	786		14x17	Pinned	1 Pg	Top to Bottom		033-001-0002 0001	Actual	No	Yes	No	
48	Probate Transfer Docket	13	1940	2	524		14x17	Pinned	1 Pg	Top to Bottom		031-002-0003 0002	Actual	No	Yes	No	
48	Probate Transfer Docket	14	1944	3	786		14x17	Pinned	1 Pg	Top to Bottom		031-001-0001 0001	Actual	No	Yes	No	
48	Probate Transfer Docket	15	1947	2	524		14x17	Pinned	1 Pg	Top to Bottom		031-003-0002 0003	Actual	No	Yes	No	
48	Probate Transfer Docket	16	1950	3	786		14x17	Pinned	1 Pg	Top to Bottom		031-003-0001 0003	Actual	No	Yes	No	
48	Probate Transfer Docket	17	1953 - 1954	4	1048		14x17	Pinned	1 Pg	Top to Bottom		031-003-0001 0002	Actual	No	Yes	No	
48	Probate Transfer Docket	18	1954 - 1956	4	1048		14x17	Pinned	1 Pg	Top to Bottom		033-001-0005 0004	Actual	No	Yes	No	
48	Probate Transfer Docket	19	1958	4	1048		14x17	Pinned	1 Pg	Top to Bottom		031-003-0002 0001	Actual	No	Yes	No	
48	Probate Transfer Docket	20	1958	3	786		14x17	Pinned	1 Pg	Top to Bottom		031-002-0002 0004	Actual	No	Yes	No	
48	Probate Transfer Docket	21	1959 - 1960	3	786		14x17	Pinned	1 Pg	Top to Bottom		031-002-0006 0001	Actual	No	Yes	No	
48	Probate Transfer Docket	22	1960 - 1961	2	524		14x17	Pinned	1 Pg	Top to Bottom		033-001-0003 0003	Actual	No	Yes	No	
48	Probate Transfer Docket	23	1961 - 1962	1	262		14x17	Pinned	1 Pg	Top to Bottom		031-002-0004 0003	Actual	No	Yes	No	
48	Probate Transfer Docket	25	1962 - 1963	6	1572		14x17	Pinned	1 Pg	Top to Bottom		033-001-0006 0001	Actual	No	Yes	No	
48	Probate Transfer Docket	16749-21300	1922 - 1923	2	524		14x17	Pinned	1 Pg	Top to Bottom		033-001-0004 0003	Actual	No	Yes	No	
48	Probate Transfer Docket	5 L - M	1916-1960	6	1572		14x17	Pinned	1 Pg	Top to Bottom		033-003-0004 0001	Actual	No	Yes	No	
48	Probate Transfer Docket	6 S	1924-1960	3	786		14x17	Pinned	1 Pg	Top to Bottom		033-001-0004 0002	Actual	No	Yes	No	
48	Probate Transfer Docket	7 P-R	1927-1958	3	786		14x17	Pinned	1 Pg	Top to Bottom		033-002-0005 0007	Actual	No	Yes	No	
48	Probate Transfer Docket	BA - BU	1921-1961		500		11x17	Pinned	1 Pg	Top to Bottom		033-002-0003 0004	Actual	No	No	No	
48	Probate Transfer Docket	HA - HU	1916-1961		500		11x17	Pinned	1 Pg	Top to Bottom		031-001-0003 0002	Actual	No	No	No	
48	Probate Transfer Docket	MC - O	1934		500		11x17	Pinned	1 Pg	Top to Bottom		033-002-0001 0001	Actual	No	No	No	
					23508												
49	Probate Docket Record	53	3/9/1950 - 8/11/1950		500		11x17	Pinned	1 Pg	Top to Bottom		032-002-0004 0008	Actual	No	No	No	
49	Probate Docket - Guardianship		1927 - 1957		200		11x17	Bound	2 Pg	Across		031-003-0004 0008	Actual	No	No	No	
49	Probate Docket Final report		1957-1959		580		11x17	Pinned	1 Pg	Top to Bottom		001-006-0001 0006	Actual	No	Yes	No	
49	Probate docket- final report		1949-1952		580		11x17	Pinned	1 Pg	Top to Bottom		001-005-0001 0004	Actual	No	Yes	No	
					1860												
50	Probate Estate Docket	R	1961 - 1964		500		11x17	Pinned	1 Pg	Top to Bottom		031-006-0006 0005	Actual	No	Yes	No	
50	Probate Estate Docket	T - V	1920-1956		200		11x17	Bound	2 Pg	Across		031-002-0005 0004	Actual	No	Yes	No	
50	Probate Estate Docket	2	1977-1990		580		11x17	Pinned	1 Pg	Top to Bottom		031-006-0006 0007	Actual	No	Yes	No	
50	Probate Estate Docket	1	1964- 1977		580		11x17	Pinned	1 Pg	Top to Bottom		031-006-0006 0008	Actual	No	Yes	No	
50	Probate Estate Docket	3	1990-1991		580		11x17	Pinned	1 Pg	Top to Bottom		031-006-0006 0006	Actual	No	Yes	No	
					2440												
51	Probate Record		1844-1931		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1858-1874		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1859-1868		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	

51	Probate Record		1862		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1865-1874		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1866-1873		580		11x17	Pinned	1 Pg	Top to Bottom		001-006-0003 0006	Actual	No	Yes	No	
51	Probate Record		1872-1888		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1875-1884		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1878-1888		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1882-1886		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1886-1887		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1893-1900		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1894-1899		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1894-1901		580		11x17	Pinned	1 Pg	Top to Bottom		001-004-0001 0006	Actual	No	Yes	No	
51	Probate Record		1897-1900		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1898-1899		580		11x17	Pinned	1 Pg	Top to Bottom		001-006-0001 0001	Actual	No	Yes	No	
51	Probate Record		1898-1909		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1899-1900		580		11x17	Pinned	1 Pg	Top to Bottom		001-007-0002 0006	Actual	No	Yes	No	
51	Probate Record		1899-1905		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1900-1909		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1901-1904		580		11x17	Pinned	1 Pg	Top to Bottom		001-001-0001 0002	Actual	No	Yes	No	
51	Probate Record		1902-1908		580		11x17	Pinned	1 Pg	Top to Bottom		001-005-0001 0001	Actual	No	Yes	No	
51	Probate Record		1904-1905		580		11x17	Pinned	1 Pg	Top to Bottom		001-005-0002 0003	Actual	No	Yes	No	
51	Probate Record		1905-1907		580		11x17	Pinned	1 Pg	Top to Bottom		001-007-0002 0002	Actual	No	Yes	No	
51	Probate Record		1907-1908		580		11x17	Pinned	1 Pg	Top to Bottom		001-006-0001 0005	Actual	No	Yes	No	
51	Probate Record		1907-1927		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1908-1914		580		11x17	Pinned	1 Pg	Top to Bottom		001-002-0002 0005	Actual	No	Yes	No	
51	Probate Record		1909-1918		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1913-1914		580		11x17	Pinned	1 Pg	Top to Bottom		001-002-0003 0002	Actual	No	Yes	No	
51	Probate Record		1914-1915		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1915-1916		580		11x17	Pinned	1 Pg	Top to Bottom		001-007-0003 0005	Actual	No	Yes	No	
51	Probate Record		1916-1917		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1916-1917		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1917-1918		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1917-1962		580		11x17	Pinned	1 Pg	Top to Bottom		001-003-0003 0002	Actual	No	Yes	No	
51	Probate Record		1918-1927		580		11x17	Pinned	1 Pg	Top to Bottom		001-002-0003 0004	Actual	No	Yes	No	
51	Probate Record		1921		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1921-1922		580		11x17	Pinned	1 Pg	Top to Bottom		001-005-0001 0002	Actual	No	Yes	No	
51	Probate Record		1921-1930		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1922-1923		580		11x17	Pinned	1 Pg	Top to Bottom		001-005-0001 0006	Actual	No	Yes	No	
51	Probate Record		1923-1924		580		11x17	Pinned	1 Pg	Top to Bottom		001-002-0002 0004	Actual	No	Yes	No	
51	Probate Record		1923-1924		580		11x17	Pinned	1 Pg	Top to Bottom		001-001-0003 0004	Actual	No	Yes	No	
51	Probate Record		1926-1927		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1927-1928		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1927-1933		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1928-1929		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1928-1933		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1930-1931		580		11x17	Pinned	1 Pg	Top to Bottom		001-004-0003 0001	Actual	No	Yes	No	

51	Probate Record		1930-1935		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1931-1932		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1931-1935		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1932-1933		580		11x17	Pinned	1 Pg	Top to Bottom		001-001-0003 0003	Actual	No	Yes	No	
51	Probate Record		1933-1934		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1933-1936		580		11x17	Pinned	1 Pg	Top to Bottom		001-004-0003 0002	Actual	No	Yes	No	
51	Probate Record		1933-1937		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1934		580		11x17	Pinned	1 Pg	Top to Bottom		001-001-0002 0005	Actual	No	Yes	No	
51	Probate Record		1935		580		11x17	Pinned	1 Pg	Top to Bottom		001-005-0002 0002	Actual	No	Yes	No	
51	Probate Record		1936		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1935-1936		580		11x17	Pinned	1 Pg	Top to Bottom		001-002-0003 0003	Actual	No	Yes	No	
51	Probate Record		1936-1937		580		11x17	Pinned	1 Pg	Top to Bottom		001-007-0001 0004	Actual	No	Yes	No	
51	Probate Record		1936-1937		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1937-1938		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1937-1942		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1938		580		11x17	Pinned	1 Pg	Top to Bottom		001-001-0002 0002	Actual	No	Yes	No	
51	Probate Record		1938-1940		580		11x17	Pinned	1 Pg	Top to Bottom		001-005-0003 0002	Actual	No	Yes	No	
51	Probate Record		1939		580		11x17	Pinned	1 Pg	Top to Bottom		001-006-0001 0003	Actual	No	Yes	No	
51	Probate Record		1939-1944		580		11x17	Pinned	1 Pg	Top to Bottom		001-002-0002 0003	Actual	No	Yes	No	
51	Probate Record		1940-1945		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1940-1947		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1941-1944		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1942-1943		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1942-1951		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1944-1960		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1945-1949		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1947-1949		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1947-1950		580		11x17	Pinned	1 Pg	Top to Bottom		001-003-0001 0002	Actual	No	Yes	No	
51	Probate Record		1947-1954		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1949		580		11x17	Pinned	1 Pg	Top to Bottom		001-001-0001 0004	Actual	No	Yes	No	
51	Probate Record		1949-1950		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1950-1951		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1951		580		11x17	Pinned	1 Pg	Top to Bottom		001-001-0002 0006	Actual	No	Yes	No	
51	Probate Record		1951-1952		580		11x17	Pinned	1 Pg	Top to Bottom		001-005-0002 0006	Actual	No	Yes	No	
51	Probate Record		1951-1958		580		11x17	Pinned	1 Pg	Top to Bottom		001-005-0003 0003	Actual	No	Yes	No	
51	Probate Record		1952		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1952		580		11x17	Pinned	1 Pg	Top to Bottom		001-001-0002 0003	Actual	No	Yes	No	
51	Probate Record		1952-1954		580		11x17	Pinned	1 Pg	Top to Bottom		001-005-0001 0003	Actual	No	Yes	No	
51	Probate Record		1952-1955		580		11x17	Pinned	1 Pg	Top to Bottom		001-006-0003 0004	Actual	No	Yes	No	
51	Probate Record		1953-1954		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1953-1957		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1954		580		11x17	Pinned	1 Pg	Top to Bottom		001-005-0003 0004	Actual	No	Yes	No	
51	Probate Record		1954-1961		580		11x17	Pinned	1 Pg	Top to Bottom		001-003-0001 0004	Actual	No	Yes	No	
51	Probate Record		1955-1956		580		11x17	Pinned	1 Pg	Top to Bottom		001-003-0003 0004	Actual	No	Yes	No	
51	Probate Record		1955		580		11x17	Pinned	1 Pg	Top to Bottom		001-007-0001 0005	Actual	No	Yes	No	

51	Probate Record		1956		580		11x17	Pinned	1 Pg	Top to Bottom		001-005-0002 0004	Actual	No	Yes	No	
51	Probate Record		1956		580		11x17	Pinned	1 Pg	Top to Bottom		001-007-0003 0001	Actual	No	Yes	No	
51	Probate Record		1956-1957		580		11x17	Pinned	1 Pg	Top to Bottom		001-003-0002 0006	Actual	No	Yes	No	
51	Probate Record		1957-1958		580		11x17	Pinned	1 Pg	Top to Bottom		001-007-0002 0004	Actual	No	Yes	No	
51	Probate Record		1957		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1958		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1958-1959		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1959-1960		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1959		580		11x17	Pinned	1 Pg	Top to Bottom		001-002-0003 0005	Actual	No	Yes	No	
51	Probate Record		1960		580		11x17	Pinned	1 Pg	Top to Bottom		001-004-0003 0005	Actual	No	Yes	No	
51	Probate Record		1960-1961		580		11x17	Pinned	1 Pg	Top to Bottom		001-003-0003 0003	Actual	No	Yes	No	
51	Probate Record		1960-1963		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1961		580		11x17	Pinned	1 Pg	Top to Bottom		001-005-0003 0001	Actual	No	Yes	No	
51	Probate Record		1961-1962		580		11x17	Pinned	1 Pg	Top to Bottom		001-002-0001 0005	Actual	No	Yes	No	
51	Probate Record		1961-1963		580		11x17	Pinned	1 Pg	Top to Bottom		001-004-0001 0005	Actual	No	Yes	No	
51	Probate Record		1962		580		11x17	Pinned	1 Pg	Top to Bottom		001-004-0002 0005	Actual	No	Yes	No	
51	Probate Record		1962-1963		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1962-1963		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Probate Record		1963		580		11x17	Pinned	1 Pg	Top to Bottom		001-002-0001 0001	Actual	No	Yes	No	
51	Probate Record		N/A		580		11x17	Pinned	1 Pg	Top to Bottom		001-002-0003 0001	Actual	No	Yes	No	
51	Bound Volumes		Bound Volumes		580		11x17	Pinned	1 Pg	Top to Bottom		001-007-0003 0006	Actual	No	Yes	No	
51	Bound Volumes		Bound Volumes		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Bound Volumes		Bound Volumes		580		11x17	Pinned	1 Pg	Top to Bottom		001-007-0001 0003	Actual	No	Yes	No	
51	Bound Volumes		Bound Volumes		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Bound Volumes		Bound Volumes		580		11x17	Pinned	1 Pg	Top to Bottom		001-007-0003 0002	Actual	No	Yes	No	
51	Bound Volumes		Bound Volumes		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Bound Volumes		Bound Volumes		580		11x17	Pinned	1 Pg	Top to Bottom		001-006-0002 0004	Actual	No	Yes	No	
51	Bound Volumes		Bound Volumes		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
51	Bound Volumes		Bound Volumes		580		11x17	Pinned	1 Pg	Top to Bottom		001-006-0003 0005	Actual	No	Yes	No	
51	Bound Volumes		Bound Volumes		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
					71340												
52	Probate sale of real estate record		1900-1910		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
52	Probate sale of real estate record		1928-1933		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
52	Probate sale of real estate record		1936		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
52	Probate sale of real estate record		1944-1960		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
52	Probate sale of real estate record		1960-1963		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
					2900												
53	Recognizance Record	C	1971 - 1976		580		11x17	Pinned	1 Pg	Top to Bottom		033-005-0003 0002	Actual	No	No	No	
53	Recognizance Record	B	1964 - 1970		580		11x17	Pinned	1 Pg	Top to Bottom		033-005-0003 0001	Actual	No	No	No	
53	Records of Findings and Orders		1915-1963		580		11x17	Pinned	1 Pg	Top to Bottom		001-003-0003 0001	Actual	No	Yes	No	
					1740												
54	Register of Fees & Papers Filed	1	1964	4	1048		14x17	Pinned	1 Pg	Top to Bottom		033-003-0005 0002	Actual	No	Yes	No	

54	Register of Fees & Papers Filed	2	1964	2	524		14x17	Pinned	1 Pg	Top to Bottom		033-001-0005 0001	Actual	No	Yes	No	
54	Register of Fees & Papers Filed	3	1964	2	524		14x17	Pinned	1 Pg	Top to Bottom		033-001-0003 0002	Actual	No	Yes	No	
54	Register of Fees & Papers Filed		1965	2	524		14x17	Pinned	1 Pg	Top to Bottom		033-003-0001 0002	Actual	No	No	No	
54	Register of Fees & Papers Filed	Jan-00	1965	3	786		14x17	Pinned	1 Pg	Top to Bottom		033-001-0006 0003	Actual	No	Yes	No	
54	Register of Fees & Papers Filed	3201 - 4308	1965	3	786		14x17	Pinned	1 Pg	Top to Bottom		033-001-0006 0002	Actual	No	Yes	No	
54	Register of Fees & Papers Filed	2 - 1599	1966	3	786		14x17	Pinned	1 Pg	Top to Bottom		031-001-0004 0002	Actual	No	Yes	No	
54	Register of Fees & Papers Filed	1601 -3361	1966	3	786		14x17	Pinned	1 Pg	Top to Bottom		033-001-0003 0004	Actual	No	Yes	No	
54	Register of Fees & Papers Filed		1967	4	1048		14x17	Pinned	1 Pg	Top to Bottom		032-001-0002 0002	Actual	No	No	No	
54	Register of Fees & Papers Filed	1 -1500	1967	2	524		14x17	Pinned	1 Pg	Top to Bottom		033-002-0001 0002	Actual	No	Yes	No	
54	Register of Fees & Papers Filed	1502 - 3352	1968	4	1048		14x17	Pinned	1 Pg	Top to Bottom		033-003-0001 0004	Actual	No	Yes	No	
54	Register of Fees & Papers Filed	1 - 1500	1968	2	524		14x17	Pinned	1 Pg	Top to Bottom		033-001-0001 0004	Actual	No	Yes	No	
54	Register of Fees & Papers Filed	1 - 1200	1969	3	786		14x17	Pinned	1 Pg	Top to Bottom		033-001-0005 0003	Actual	No	Yes	No	
54	Register of Fees & Papers Filed	1201 - 2200	1969	3	786		14x17	Pinned	1 Pg	Top to Bottom		033-001-0001 0003	Actual	No	Yes	No	
54	Register of Fees & Papers Filed	2201 - 3329	1969	2	524		14x17	Pinned	1 Pg	Top to Bottom		031-002-0001 0004	Actual	No	Yes	No	
54	Register of Fees & Papers Filed	5 - 1200	1970	2	524		14x17	Pinned	1 Pg	Top to Bottom		031-002-0001 0001	Actual	No	Yes	No	
54	Register of Fees & Papers Filed	1205 - 1900	1970	2	524		14x17	Pinned	1 Pg	Top to Bottom		031-002-0001 0002	Actual	No	Yes	No	
54	Register of Fees & Papers Filed	1901 - 2600	1970	2	524		14x17	Pinned	1 Pg	Top to Bottom		031-001-0006 0001	Actual	No	Yes	No	
54	Register of Fees & Papers Filed	2601 - 3346	1970	1	262		14x17	Pinned	1 Pg	Top to Bottom		033-001-0001 0002	Actual	No	Yes	No	
					12838												
55	Special Assessment Docket		1941-1943		580		11x17	Pinned	1 Pg	Top to Bottom		001-006-0002 0005	Actual	No	Yes	No	
55	Special Assessment Docket		1847-1850		580		11x17	Pinned	1 Pg	Top to Bottom		033-004-0004 0001	Actual	No	No	No	
55	Special Assessment #2933 Algonquin mainstreet paving		1926		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
55	Special Assessment Docket	2	1928 - 1949		450		11x17	Pinned	1 Pg	Top to Bottom		032-002-0004 0006	Actual	No	No	No	
55	Special Assessment Docket		1910 - 1930		400		11x17	Pinned	1 Pg	Top to Bottom		033-003-0006 0005	Actual	No	No	No	
55	Special Assessment Huntley surface water outlet	3482	1929		100		11x17	Pinned	1 Pg	Top to Bottom		032-001-0001 0005	Actual	No	No	No	
55	Special Assessment Main Water Supply Village of Richmond		1927 case # 3046		580		11x17	Pinned	1 Pg	Top to Bottom		001-003-0002 0004	Actual	No	Yes	No	
					3270												
56	Will Record		1846-1882		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
56	Will Record		1866-1876		580		11x17	Pinned	1 Pg	Top to Bottom		001-004-0003 0006	Actual	No	Yes	No	
56	Will Record		1885-1977		300		11x17	Pinned	1 Pg	Top to Bottom		001-006-0004 0001	Actual	No	No	No	
56	Will Record		1909 - 1913		580		11x17	Bound	2 Pg	Across		033-003-0005 0001	Actual	No	No	No	
56	Will Record		1919		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
56	Will Record		1924-1929		580		11x17	Pinned	1 Pg	Top to Bottom		001-001-0001 0006	Actual	No	Yes	No	
56	Will Record		1932-1935		580		11x17	Pinned	1 Pg	Top to Bottom		001-003-0003 0006	Actual	No	Yes	No	
56	Will Record		1939-1942		580		11x17	Pinned	1 Pg	Top to Bottom		001-001-0002 0004	Actual	No	Yes	No	
56	Will Record		1956-1959		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
56	Will Record		1958-1961		580		11x17	Pinned	1 Pg	Top to Bottom		033-002-0002 0004	Actual	No	No	No	
56	Will Record		1959-1961		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
56	Will Record		1961-1963		580		11x17	Pinned	1 Pg	Top to Bottom			Actual	No	Yes	No	
56	Will Record		1977-1996		300		11x17	Pinned	1 Pg	Top to Bottom		001-006-0004 0002	Actual	No	No	No	
					6980												
												Roll Number					
Microfilm																	

58	Immigration Declaration Records			1100	Microfilm	1 Pg	Top to Bottom	1443388	Actual	No	No	No		
59	Immigration Naturalization Records			1100	Microfilm	1 Pg	Top to Bottom	1443389	Actual	No	No	No		
60	Immigration Oath Records			1100	Microfilm	1 Pg	Top to Bottom	1443390	Actual	No	No	No		
61	Immigration / Probate Index			1100	Microfilm	1 Pg	Top to Bottom	1443391	Sequential					
62	Will Index 3754 - 7922			1100	Microfilm	1 Pg	Top to Bottom	1443392	Sequential					
63	Immigration Index			1100	Microfilm	1 Pg	Top to Bottom	1455663	Sequential					
63	Immigration Index	Oaths		1100	Microfilm	1 Pg	Top to Bottom	1443399	Sequential					
				2200										
64	Wills Alpha Records	1-1442	1840-1843	1100	Microfilm	1 Pg	Top to Bottom	1443393	Actual	No	No	No		
65	Probate Records	15-43	1843-1844	1100	Microfilm	1 Pg	Top to Bottom	1443394	Actual	No	No	No		
65	Probate Records	44-53	1845-1846	1100	Microfilm	1 Pg	Top to Bottom	1443395	Actual	No	No	No		
65	Probate Records	53-83	1846-1848	1100	Microfilm	1 Pg	Top to Bottom	1443396	Actual	No	No	No		
65	Probate Records	84-123	1848-1850	1100	Microfilm	1 Pg	Top to Bottom	1443397	Actual	No	No	No		
65	Probate Records	124-169	1849-1853	1100	Microfilm	1 Pg	Top to Bottom	1443398	Actual	No	No	No		
65	Probate Records	170-205	1853-1860	1100	Microfilm	1 Pg	Top to Bottom	1443387	Actual	No	No	No		
65	Probate Records	506-245	1854-1855	1100	Microfilm	1 Pg	Top to Bottom	1443400	Actual	No	No	No		
65	Probate Records	245-289	1855-1856	1100	Microfilm	1 Pg	Top to Bottom	1443401	Actual	No	No	No		
65	Probate Records	290-321	1857-1860	1100	Microfilm	1 Pg	Top to Bottom	1443402	Actual	No	No	No		
65	Probate Records	321-359	1858-1861	1100	Microfilm	1 Pg	Top to Bottom	1443403	Actual	No	No	No		
65	Probate Records	360-402	1858-1860	1100	Microfilm	1 Pg	Top to Bottom	1443404	Actual	No	No	No		
65	Probate Records	403-435	1861-1861	1100	Microfilm	1 Pg	Top to Bottom	1443405	Actual	No	No	No		
65	Probate Records	426-476	1862-1863	1100	Microfilm	1 Pg	Top to Bottom	1443406	Actual	No	No	No		
65	Probate Records	477-519	1863-1864	1100	Microfilm	1 Pg	Top to Bottom	1443407	Actual	No	No	No		
65	Probate Records	520-568	1863-1864	1100	Microfilm	1 Pg	Top to Bottom	1443408	Actual	No	No	No		
65	Probate Records	569-632	1864-1865	1100	Microfilm	1 Pg	Top to Bottom	1443409	Actual	No	No	No		
65	Probate Records	633-813	1865-1868	1100	Microfilm	1 Pg	Top to Bottom	1443410	Actual	No	No	No		
65	Probate Records	658-706	1865-1866	1100	Microfilm	1 Pg	Top to Bottom	1443411	Actual	No	No	No		
65	Probate Records	700-732	1866-1866	1100	Microfilm	1 Pg	Top to Bottom	1443412	Actual	No	No	No		
65	Probate Records	733-768	1866-1868	1100	Microfilm	1 Pg	Top to Bottom	1443413	Actual	No	No	No		
65	Probate Records	864-868	1868-1869	1100	Microfilm	1 Pg	Top to Bottom	1443414	Actual	No	No	No		
65	Probate Records	859-964	1868-1870	1100	Microfilm	1 Pg	Top to Bottom	1443415	Actual	No	No	No		
65	Probate Records	914-966	1869-1872	1100	Microfilm	1 Pg	Top to Bottom	1443416	Actual	No	No	No		
65	Probate Records	967-1004	1871-1871	1100	Microfilm	1 Pg	Top to Bottom	1443417	Actual	No	No	No		
65	Probate Records	1005-1055	1871-1872	1100	Microfilm	1 Pg	Top to Bottom	1443418	Actual	No	No	No		
65	Probate Records	1056-1103	1872-1874	1100	Microfilm	1 Pg	Top to Bottom	1443419	Actual	No	No	No		
65	Probate Records	1103-1139	1874-1874	1100	Microfilm	1 Pg	Top to Bottom	1443420	Actual	No	No	No		
65	Probate Records	1140-1177	1873-1875	1100	Microfilm	1 Pg	Top to Bottom	1443421	Actual	No	No	No		
65	Probate Records	1178-1227	1874-1879	1100	Microfilm	1 Pg	Top to Bottom	1443422	Actual	No	No	No		

65	Probate Records		1875-1875	1100	Microfilm	1 Pg	Top to Bottom	1451613	Actual	No	No	No	
65	Probate Records		1875-1876	1100	Microfilm	1 Pg	Top to Bottom	1451614	Actual	No	No	No	
65	Probate Records		1876-1877	1100	Microfilm	1 Pg	Top to Bottom	1451615	Actual	No	No	No	
65	Probate Records		1877-1877	1100	Microfilm	1 Pg	Top to Bottom	1451616	Actual	No	No	No	
65	Probate Records		1877-1878	1100	Microfilm	1 Pg	Top to Bottom	1451617	Actual	No	No	No	
65	Probate Records		1877-1878	1100	Microfilm	1 Pg	Top to Bottom	1451618	Actual	No	No	No	
65	Probate Records		1878-1879	1100	Microfilm	1 Pg	Top to Bottom	1451619	Actual	No	No	No	
65	Probate Records		1879-1879	1100	Microfilm	1 Pg	Top to Bottom	1451620	Actual	No	No	No	
65	Probate Records	1605-1634	1879-1880	1100	Microfilm	1 Pg	Top to Bottom	1451621	Actual	No	No	No	
65	Probate Records		1880-1881	1100	Microfilm	1 Pg	Top to Bottom	1451622	Actual	No	No	No	
65	Probate Records		1881-1881	1100	Microfilm	1 Pg	Top to Bottom	1451623	Actual	No	No	No	
65	Probate Records		1881-1881	1100	Microfilm	1 Pg	Top to Bottom	1451624	Actual	No	No	No	
65	Probate Records		1881-1882	1100	Microfilm	1 Pg	Top to Bottom	1451625	Actual	No	No	No	
65	Probate Records		1882-1883	1100	Microfilm	1 Pg	Top to Bottom	1451626	Actual	No	No	No	
65	Probate Records		1883-1883	1100	Microfilm	1 Pg	Top to Bottom	1451627	Actual	No	No	No	
65	Probate Records		1883-1884	1100	Microfilm	1 Pg	Top to Bottom	1451628	Actual	No	No	No	
65	Probate Records		1884-1884	1100	Microfilm	1 Pg	Top to Bottom	1451629	Actual	No	No	No	
65	Probate Records		1884-1885	1100	Microfilm	1 Pg	Top to Bottom	1451630	Actual	No	No	No	
65	Probate Records		1885-1885	1100	Microfilm	1 Pg	Top to Bottom	1451631	Actual	No	No	No	
65	Probate Records		1885-1886	1100	Microfilm	1 Pg	Top to Bottom	1451632	Actual	No	No	No	
65	Probate Records		1886-1886	1100	Microfilm	1 Pg	Top to Bottom	1451633	Actual	No	No	No	
65	Probate Records		1886-1886	1100	Microfilm	1 Pg	Top to Bottom	1451634	Actual	No	No	No	
65	Probate Records		1886-1887	1100	Microfilm	1 Pg	Top to Bottom	1451635	Actual	No	No	No	
65	Probate Records		1887-1887	1100	Microfilm	1 Pg	Top to Bottom	1451636	Actual	No	No	No	
65	Probate Records		1887-1888	1100	Microfilm	1 Pg	Top to Bottom	1451637	Actual	No	No	No	
65	Probate Records		1888-1888	1100	Microfilm	1 Pg	Top to Bottom	1451638	Actual	No	No	No	
65	Probate Records		1888-1889	1100	Microfilm	1 Pg	Top to Bottom	1451639	Actual	No	No	No	
65	Probate Records		1888-1890	1100	Microfilm	1 Pg	Top to Bottom	1451979	Actual	No	No	No	
65	Probate Records	2508-2557	1889-1890	1100	Microfilm	1 Pg	Top to Bottom	1451980	Actual	No	No	No	
65	Probate Records	2558-2606	1890-1891	1100	Microfilm	1 Pg	Top to Bottom	1451981	Actual	No	No	No	
65	Probate Records	2607-2643	1890-1890	1100	Microfilm	1 Pg	Top to Bottom	1451982	Actual	No	No	No	
65	Probate Records	2644-2688	1891-1897	1100	Microfilm	1 Pg	Top to Bottom	1451983	Actual	No	No	No	
65	Probate Records	2689-2723	1891-1891	1100	Microfilm	1 Pg	Top to Bottom	1451984	Actual	No	No	No	
65	Probate Records	2724-2767	1891-1892	1100	Microfilm	1 Pg	Top to Bottom	1451985	Actual	No	No	No	
65	Probate Records	2768-2799	1891-1907	1100	Microfilm	1 Pg	Top to Bottom	1451986	Actual	No	No	No	
65	Probate Records	2800-2839	1892-1892	1100	Microfilm	1 Pg	Top to Bottom	1451987	Actual	No	No	No	
65	Probate Records	2840-2880	1899-1929	1100	Microfilm	1 Pg	Top to Bottom	1451988	Actual	No	No	No	
65	Probate Records	1882-2926	1892-1893	1100	Microfilm	1 Pg	Top to Bottom	1451989	Actual	No	No	No	
65	Probate Records	2926-2968	1893-1917	1100	Microfilm	1 Pg	Top to Bottom	1451990	Actual	No	No	No	
65	Probate Records	2969-3007	1893-1893	1100	Microfilm	1 Pg	Top to Bottom	1451991	Actual	No	No	No	
65	Probate Records	3008-3049	1893-1894	1100	Microfilm	1 Pg	Top to Bottom	1451992	Actual	No	No	No	
65	Probate Records	3050-3086	1893-1898	1100	Microfilm	1 Pg	Top to Bottom	1451993	Actual	No	No	No	
65	Probate Records	3087-3133	1894-1894	1100	Microfilm	1 Pg	Top to Bottom	1451994	Actual	No	No	No	
65	Probate Records	3134-3171	1894-1894	1100	Microfilm	1 Pg	Top to Bottom	1451995	Actual	No	No	No	
65	Probate Records	3172-3217	1894-1902	1100	Microfilm	1 Pg	Top to Bottom	1455186	Actual	No	No	No	

65	Probate Records	3219-3256	1894-1895	1100	Microfilm	1 Pg	Top to Bottom	1455187	Actual	No	No	No		
65	Probate Records	3257-3294	1895-1897	1100	Microfilm	1 Pg	Top to Bottom	1455188	Actual	No	No	No		
65	Probate Records	3295-3328	1895-1896	1100	Microfilm	1 Pg	Top to Bottom	1455189	Actual	No	No	No		
65	Probate Records	3329-3371	1895-1896	1100	Microfilm	1 Pg	Top to Bottom	1455190	Actual	No	No	No		
65	Probate Records	3372-3415	1895-1895	1100	Microfilm	1 Pg	Top to Bottom	1455191	Actual	No	No	No		
65	Probate Records	3416-3450	1896-1899	1100	Microfilm	1 Pg	Top to Bottom	1455192	Actual	No	No	No		
65	Probate Records	3451-3487	1896-1897	1100	Microfilm	1 Pg	Top to Bottom	1455193	Actual	No	No	No		
65	Probate Records	3488-3529	1896-1897	1100	Microfilm	1 Pg	Top to Bottom	1455194	Actual	No	No	No		
65	Probate Records	3530-3566	1897-1897	1100	Microfilm	1 Pg	Top to Bottom	1455195	Actual	No	No	No		
65	Probate Records	3567-3602	1897-1899	1100	Microfilm	1 Pg	Top to Bottom	1455196	Actual	No	No	No		
65	Probate Records	3604-3649	1897-1900	1100	Microfilm	1 Pg	Top to Bottom	1455197	Actual	No	No	No		
65	Probate Records	3650-3689	1896-1898	1100	Microfilm	1 Pg	Top to Bottom	1455198	Actual	No	No	No		
65	Probate Records	3690-3732	1898-1900	1100	Microfilm	1 Pg	Top to Bottom	1455199	Actual	No	No	No		
65	Probate Records	3733-3780	1898-1899	1100	Microfilm	1 Pg	Top to Bottom	1455200	Actual	No	No	No		
65	Probate Records	3781-3830	1899-1899	1100	Microfilm	1 Pg	Top to Bottom	1455201	Actual	No	No	No		
65	Probate Records	3831-3875	1899-1899	1100	Microfilm	1 Pg	Top to Bottom	1455202	Actual	No	No	No		
65	Probate Records	3876-3907	1899-1899	1100	Microfilm	1 Pg	Top to Bottom	1455203	Actual	No	No	No		
65	Probate Records	3908-3939	1899-1902	1100	Microfilm	1 Pg	Top to Bottom	1455204	Actual	No	No	No		
65	Probate Records	4311-4339	1902-1902	1100	Microfilm	1 Pg	Top to Bottom	1455404	Actual	No	No	No		
65	Probate Records	4340-4366	1902-1903	1100	Microfilm	1 Pg	Top to Bottom	1455405	Actual	No	No	No		
65	Probate Records	4377-4421	1903-1903	1100	Microfilm	1 Pg	Top to Bottom	1455406	Actual	No	No	No		
65	Probate Records	4722-4462	1903-1903	1100	Microfilm	1 Pg	Top to Bottom	1455407	Actual	No	No	No		
65	Probate Records	4463-4510	1903-1903	1100	Microfilm	1 Pg	Top to Bottom	1455408	Actual	No	No	No		
65	Probate Records	4511-4552	1903-1904	1100	Microfilm	1 Pg	Top to Bottom	1455409	Actual	No	No	No		
65	Probate Records	4553-4586	1904-1904	1100	Microfilm	1 Pg	Top to Bottom	1455410	Actual	No	No	No		
65	Probate Records	4587-4620	1904-1904	1100	Microfilm	1 Pg	Top to Bottom	1455411	Actual	No	No	No		
65	Probate Records	4621-4655	1904-1904	1100	Microfilm	1 Pg	Top to Bottom	1455412	Actual	No	No	No		
65	Probate Records	4656-4699	1904-1905	1100	Microfilm	1 Pg	Top to Bottom	1455413	Actual	No	No	No		
65	Probate Records	4700-4744	1905-1905	1100	Microfilm	1 Pg	Top to Bottom	1455414	Actual	No	No	No		
65	Probate Records	4745-4791	1905-1905	1100	Microfilm	1 Pg	Top to Bottom	1455415	Actual	No	No	No		
65	Probate Records	4792-4829	1905-1905	1100	Microfilm	1 Pg	Top to Bottom	1455416	Actual	No	No	No		
65	Probate Records	4830-4867	1905-1906	1100	Microfilm	1 Pg	Top to Bottom	1455417	Actual	No	No	No		
65	Probate Records	4868-4921	1906-1906	1100	Microfilm	1 Pg	Top to Bottom	1455418	Actual	No	No	No		
65	Probate Records	4913-4942	1906-1906	1100	Microfilm	1 Pg	Top to Bottom	1455419	Actual	No	No	No		
65	Probate Records	4943-4985	1906-1906	1100	Microfilm	1 Pg	Top to Bottom	1455420	Actual	No	No	No		
65	Probate Records	4986-5019	1906-1907	1100	Microfilm	1 Pg	Top to Bottom	1455421	Actual	No	No	No		
65	Probate Records	5020-5057	1907-1907	1100	Microfilm	1 Pg	Top to Bottom	1455422	Actual	No	No	No		
65	Probate Records	5058-5102	1907-1907	1100	Microfilm	1 Pg	Top to Bottom	1455423	Actual	No	No	No		
65	Probate Records	5103-5135	1907-1907	1100	Microfilm	1 Pg	Top to Bottom	1455424	Actual	No	No	No		
65	Probate Records	5136-5170	1907-1907	1100	Microfilm	1 Pg	Top to Bottom	1455425	Actual	No	No	No		
65	Probate Records	5171-5216	1907-1908	1100	Microfilm	1 Pg	Top to Bottom	1455426	Actual	No	No	No		
65	Probate Records	5217-5252	1908-1908	1100	Microfilm	1 Pg	Top to Bottom	1455427	Actual	No	No	No		
65	Probate Records	5253-5287	1908-1908	1100	Microfilm	1 Pg	Top to Bottom	1455428	Actual	No	No	No		
65	Probate Records	5288-5338	1908-1908	1100	Microfilm	1 Pg	Top to Bottom	1455429	Actual	No	No	No		
65	Probate Records	5339-5364	1908-1909	1100	Microfilm	1 Pg	Top to Bottom	1455430	Actual	No	No	No		

65	Probate Records	5365-5401	1909-1909	1100	Microfilm	1 Pg	Top to Bottom	1455431	Actual	No	No	No		
65	Probate Records	5402-5434	1909-1909	1100	Microfilm	1 Pg	Top to Bottom	1455432	Actual	No	No	No		
65	Probate Records	5435-5460	1909-1909	1100	Microfilm	1 Pg	Top to Bottom	1455433	Actual	No	No	No		
65	Probate Records	5461-5496	1909-1909	1100	Microfilm	1 Pg	Top to Bottom	1455434	Actual	No	No	No		
65	Probate Records	5497-5538	1909-1910	1100	Microfilm	1 Pg	Top to Bottom	1455435	Actual	No	No	No		
65	Probate Records	5539-5567	1910-1910	1100	Microfilm	1 Pg	Top to Bottom	1455478	Actual	No	No	No		
65	Probate Records	5567-5603	1910-1910	1100	Microfilm	1 Pg	Top to Bottom	1455479	Actual	No	No	No		
65	Probate Records	5604-5654	1910-1911	1100	Microfilm	1 Pg	Top to Bottom	1455480	Actual	No	No	No		
65	Probate Records	5655-5701	1911-1911	1100	Microfilm	1 Pg	Top to Bottom	1455481	Actual	No	No	No		
65	Probate Records	5702-5743	1911-1911	1100	Microfilm	1 Pg	Top to Bottom	1455482	Actual	No	No	No		
65	Probate Records	5744-5787	1911-1911	1100	Microfilm	1 Pg	Top to Bottom	1455483	Actual	No	No	No		
65	Probate Records	5788-5825	1911-1912	1100	Microfilm	1 Pg	Top to Bottom	1455484	Actual	No	No	No		
65	Probate Records	5826-5861	1912-1912	1100	Microfilm	1 Pg	Top to Bottom	1455485	Actual	No	No	No		
65	Probate Records	5862-5892	1912-1912	1100	Microfilm	1 Pg	Top to Bottom	1455486	Actual	No	No	No		
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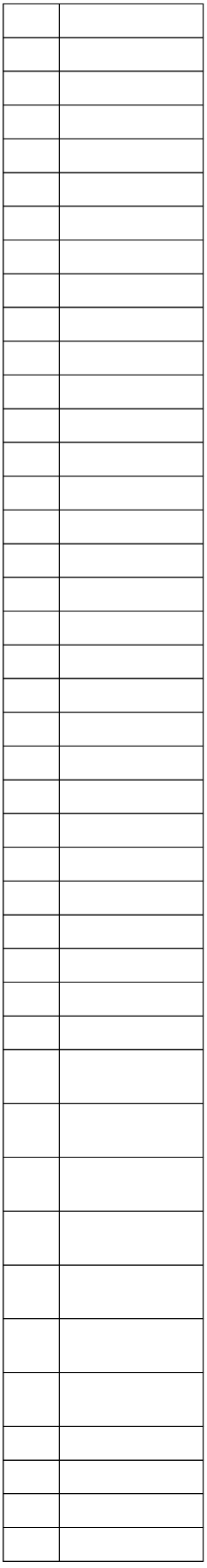
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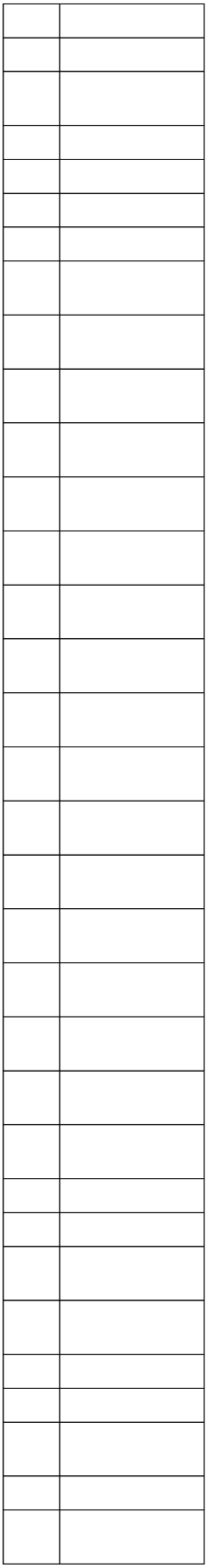
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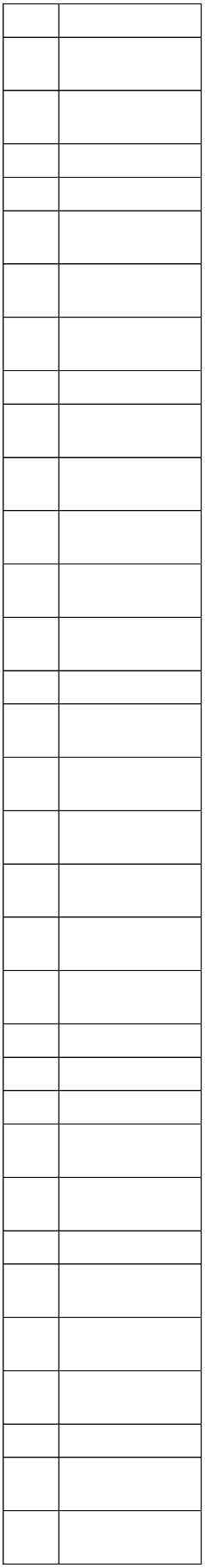
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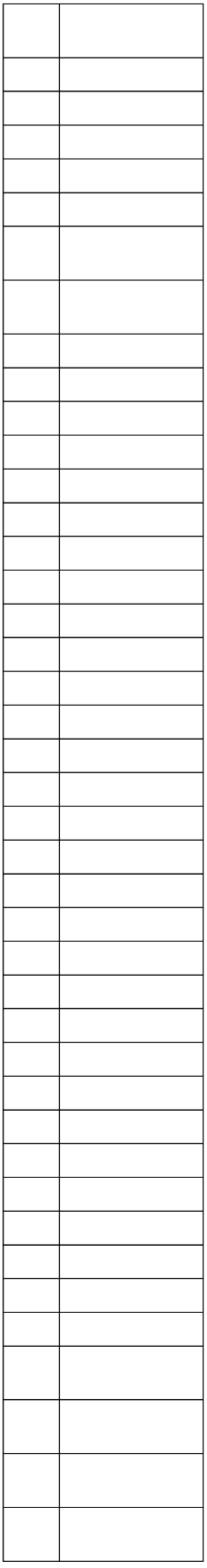
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OCR	Photostat









McHenry County Microfilm

ırch of Jesus Christ of Latter-Day Saints Geneaological Society - 19

185 Rolls

Roll Number	Contents	Year Range
1443387	Immigration & Probate170-205	1853-1860
1443388	Immigration Declaration Records	1 thru 5
1443389	Immigration Naturalization Records	1 thru 2
1443390	Immigration Oath Records	
1443391	Immigration / Probate Index	1 thru 5
1443392	Will Index 3754 - 7922	
1443393	Wills Alpha Records 1-1442	1840-1843
1443394	Probate 15-43	1843-1844
1443395	Probate 44-53	1845-1846
1443396	Probate 53-83	1846-1848
1443397	Probate 84-123	1848-1850
1443398	Probate 124-169	1849-1853
1443399	Immigration Index - Oaths	
1443400	Probate 206-245	1854-1855
1443401	Probate 245-289	1855-1856
1443402	Probate 290-321	1857-1860
1443403	Probate 321-359	1858-1861
1443404	Probate 360-402	1858-1860
1443405	Probate 403-435	1861-1861
1443406	Probate 426-476	1862-1863
1443407	Probate 477-519	1863-1864
1443408	Probate 520-568	1863-1864
1443409	Probate 569-632	1864-1865
1443410	Probate 633-813	1865-1868
1443411	Probate 658-706	1865-1866
1443412	Probate 700-732	1866-1866
1443413	Probate 733-768	1866-1868
1443414	Probate 864-868	1868-1869
1443415	Probate 859-964	1868-1870
1443416	Probate 914-966	1869-1872
1443417	Probate 967-1004	1871-1871
1443418	Probate 1005-1055	1871-1872
1443419	Probate 1056-1103	1872-1874
1443420	Probate 1103-1139	1874-1874
1443421	Probate 1140-1177	1873-1875
1443422	Probate 1178-1227	1874-1879
1451613	Probate	1875-1875
1451614	Probate	1875-1876
1451615	Probate	1876-1877
1451616	Probate	1877-1877

1451617	Probate	1877-1878
1451618	Probate	1877-1878
1451619	Probate	1878-1879
1451620	Probate	1879-1879
1451621	Probate 1605-1634	1879-1880
1451622	Probate	1880-1881
1451623	Probate	1881-1881
1451624	Probate	1881-1881
1451625	Probate	1881-1882
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1451638	Probate	1888-1888
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1451982	Probate 2607-2643	1890-1890
1451983	Probate 2644-2688	1891-1897
1451984	Probate 2689-2723	1891-1891
1451985	Probate 2724-2767	1891-1892
1451986	Probate 2768-2799	1891-1907
1451987	Probate 2800-2839	1892-1892
1451988	Probate 2840-2880	1899-1929
1451989	Probate 1882-2926	1892-1893
1451990	Probate 2926-2968	1893-1917
1451991	Probate 2969-3007	1893-1893
1451992	Probate 3008-3049	1893-1894
1451993	Probate 3050-3086	1893-1898
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1451995	Probate 3134-3171	1894-1894
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1455187	Probate 3219-3256	1894-1895
1455188	Probate 3257-3294	1895-1897
1455189	Probate 3295-3328	1895-1896
1455190	Probate 3329-3371	1895-1896
1455191	Probate 3372-3415	1895-1895
1455192	Probate 3416-3450	1896-1899

1455193	Probate 3451-3487	1896-1897
1455194	Probate 3488-3529	1896-1897
1455195	Probate 3530-3566	1897-1897
1455196	Probate 3567-3602	1897-1899
1455197	Probate 3604-3649	1897-1900
1455198	Probate 3650-3689	1896-1898
1455199	Probate 3690-3732	1898-1900
1455200	Probate 3733-3780	1898-1899
1455201	Probate 3781-3830	1899-1899
1455202	Probate 3831-3875	1899-1899
1455203	Probate 3876-3907	1899-1899
1455204	Probate 3908-3939	1899-1902
1455404	Probate 4311-4339	1902-1902
1455405	Probate 4340-4366	1902-1903
1455406	Probate 4377-4421	1903-1903
1455407	Probate 4722-4462	1903-1903
1455408	Probate 4463-4510	1903-1903
1455409	Probate 4511-4552	1903-1904
1455410	Probate 4553-4586	1904-1904
1455411	Probate 4587-4620	1904-1904
1455412	Probate 4621-4655	1904-1904
1455413	Probate 4656-4699	1904-1905
1455414	Probate 4700-4744	1905-1905
1455415	Probate 4745-4791	1905-1905
1455416	Probate 4792-4829	1905-1905
1455417	Probate 4830-4867	1905-1906
1455418	Probate 4868-4921	1906-1906
1455419	Probate 4913-4942	1906-1906
1455420	Probate 4943-4985	1906-1906
1455421	Probate 4986-5019	1906-1907
1455422	Probate 5020-5057	1907-1907
1455423	Probate 5058-5102	1907-1907
1455424	Probate 5103-5135	1907-1907
1455425	Probate 5136-5170	1907-1907
1455426	Probate 5171-5216	1907-1908
1455427	Probate 5217-5252	1908-1908
1455428	Probate 5253-5287	1908-1908
1455429	Probate 5288-5338	1908-1908
1455430	Probate 5339-5364	1908-1909
1455431	Probate 5365-5401	1909-1909
1455432	Probate 5402-5434	1909-1909
1455433	Probate 5435-5460	1909-1909
1455434	Probate 5461-5496	1909-1909
1455435	Probate 5497-5538	1909-1910
1455478	Probate 5539-5567	1910-1910
1455479	Probate 5567-5603	1910-1910
1455480	Probate 5604-5654	1910-1911

1455481	Probate 5655-5701	1911-1911
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1455485	Probate 5826-5861	1912-1912
1455486	Probate 5862-5892	1912-1912
1455487	Probate 5893-5931	1912-1912
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1455489	Probate 5961-6005	1912-1913
1455490	Probate 6006-6057	1913-1913
1455491	Probate 6058-6094	1913-1913
1455492	Probate 6095-6127	1913-1913
1455493	Probate 6128-6177	1913-1914
1455494	Probate 6178-6217	1914-1914
1455495	Probate 6218-6260	1914-1914
1455496	Probate 6261-6293	1914-1914
1455497	Probate 6294-6333	1914-1914
1455498	Probate 6334-6376	1915-1915
1455499	Probate 6377-6426	1915-1915
1455500	Probate 6426-6469	1915-1915
1455501	Probate 6470-6502	1915-1915
1455502	Probate 6503-6548	1915-1915
1455503	Probate 6548-6590	1916-1916
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1455505	Probate 6629-6666	1916-1916
1455506	Probate 6667-6692	1916-1917
1455507	Probate 6693-6724	1917-1917
1455508	Probate 6724-6758	1917-1917
1455509	Probate 6759-6797	1917-1917
1455510	Probate 6798-6841	1917-1917
1455511	Probate 6842-6888	1917-1917
1455512	Probate 6889-6934	1917-1918
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1455517	Probate 7093-7133	1919-1919
1455529	Probate 3940-3982	1900-1900
1455530	Probate 3983-4016	1900-1900
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1455534	Probate 4132-4162	1901-1901
1455535	Probate 4163-4203	1901-1901
1455536	Probate 4204-4238	1901-1902
1455537	Probate 4239-4266	1902-1902
1455538	Probate 4267-4310	1902-1902

1455648	TBD	
1455663	Immigration Index	

Max Image Area	
IS1 & IS2	22" X 14.5"
MP2	30" X 18.5"
MP2	24" x 34"
MP1	20" x 28"
MP15	20" x 28"
MP6	34.5" x 20"
LFS	36" Wide
Flatbed	N/A (Quantity and sizes of docs that can be scanned and merged will be dependent on job)

Imaging Spec Notes
MP Machine Max Bound Book (2pg Spread) Images area
Two Page Merge
Books cannot be thicker than 3.5"
Typical Bound Book Pages per inch
Typical Loose Paper Single-sided Pages per inch
Typicle Small Bankers Box Page Capacity
Typical Large Bankers Box Page Capacity
Large Format Max Image Area
Aperture Cards per inch
16mm Thin Film Ave Frames Per Roll
16mm Thick Film Ave Frames Per Roll
Microfiche

Up to 18" x 23"	
24" x 16.5" Window Size	**If lamin**
Measured from the thickest point of th	
15" x 23" Through	

Identifier	Product Name	Title	# of Pages	Book Size	Bound & Pinned

Delivery Format	Notes	Book Location

Product 1:

McHenry County
Procurement Executive Summary

October 1, 2025

Requesting Department:	Clerk of the Circuit Court
Procurement Name:	Digital Preservation of Court Records and Online Archive Site
Recommended Vendor:	ArcaSearch
Amount of Award:	$277,744.00

Notification and Response

Bid/RFP Due Date:	n/a	
Bids/Proposals Received:	n/a	
Prevailing Wage:	Yes _____	Not Applicable __X__
Proprietary:	Yes _____	No __X___

Award Statement

The Will County Circuit Clerk contracted with ArcaSearch to digitally preserve court records as well as provide an online archive site. Based on article 10, S10-101 of the Purchasing Ordinance which authorizes cooperative purchasing agreement participation, the Clerk of the Circuit Court and the Director of Procurement & Special Services agree to renew this contract to ArcaSearch of St. Cloud, MN.

Vendor	Digital Preservation Project
ArcaSearch	$277,744.00

ArcaSearch

Digital Archiving Services

WORK CHANGE REQUEST

TO:
McHenry County
2200 N Seminary Ave.
Woodstock, IL 60098

Katherine Keefe
Clerk of Circuit Court
815.334.4193
kmkeefe@mchenrycountyil.gov

WORK CHANGE REQUEST NUMBER:

42050W

This Work Change Request Number must be referenced on all related correspondence, to include shipping papers and/or the invoice for the work performed.

DATE	REQUESTED BY	DEPARTMENT
03/25/2026	Tammy Hoekstra	Customer Service

DESCRIPTION OF WORK

1) $0.32/page price for the remaining estimated 91,800 film images, includes capturing, auditing and naming

2) $0.45/page on the extra physical books ArcaSearch has ~8,243 pages

3) Once the archive is complete, ArcaSearch will go back and add handwritten character recognition on the entire archive for $11,222

Katherine M. Keefe 3/25/2026

Client Signature Date

Return to: ArcaSearch Customer Service Email: customer.service@arcasearch.com

R E S O L U T I O N - S U P E R M A J O R I T Y

Resolution Authorizing the Acceptance of the Illinois Court Technology Modernization Program Grant from the Administration Office of Illinois Courts for FY26 and an Emergency Appropriation to the Court Administration FY26 Budget (42)

WHEREAS, the 22nd Judicial Circuit of McHenry County has been recognized by the Administrative Office of Illinois Courts for its effective work in implementing new technology to modernize the courthouse; and

WHEREAS, the Administrative Office of Illinois Courts has awarded the 22nd Judicial Circuit of McHenry County an Illinois Court Technology Modernization Program Grant award in the amount of $50,000.00 which will allow the 22nd Judicial Circuit to purchase and utilize new technology throughout the courthouse to modernize and streamline processes for employees and the public; and

WHEREAS, the Illinois Court Technology Modernization Program grant award requires no local match by the County, but does require an emergency appropriation to Court Administrations fiscal year 2026 budget to allow for the proper recording of grant revenue and expenditures; and

WHEREAS, the Trial Court Administrator and the Chief Circuit Judge of the 22nd Circuit is recommending approval by the County Board to accept the grant award and establish a budget to account for the $50,000.00 of the award through an emergency appropriation to the FY26 budget to the line items below:

Revenue:		
100-4200-094400	Court Administration - State Gov't Grant	$50,000.00
Expenditures:		
100-4200-400100	Court Administration Contractual Services	$25,000.00
100-4200-511500	Court Administration Computer Components	$25,000.00

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby authorizes the Chairman of the Board on behalf of the 22nd Judicial Circuit of McHenry County to accept the Administrative Office of Illinois Courts Illinois Court Technology Modernization Program grant award in the amount of $50,000.00; and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois, that an emergency appropriation to the following budget line items in Court Administration's fiscal year 2026 budget is also hereby authorized as follows to cover the expense from the grant:

Revenue:		
100-4200-094400	Court Administration - State Gov't Grant	$50,000.00
Expenditures:		
100-4200-400100	Court Administration Contractual Services	$25,000.00
100-4200-511500	Court Administration Computer Components	$25,000.00

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

DATED at Woodstock, Illinois, this 21 day of April, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Authorizing the Acceptance of the Illinois Court Technology Modernization Program Grant from the Administration Office of Illinois Courts for FY26 and an Emergency Appropriation to the Court Administration FY26 Budget (42)

Board / Committee Action Requested:
To approve the FY26 Illinois Court Technology Modernization Program grant award in the amount of $50,000.00 for the modernization of court technology.

Background and Discussion:
This is an annual award that provides funding to the court to enhance current technology for employees and the public who visit the courthouse for various reasons. The court in most recent years have purchased monitors for public viewing of courtroom information, tablets for interpreters to assist in language access for limited English proficiency individuals, courtroom technology for displaying evidence, components for expanding support staff, and tablets allowing for the elimination of paper and easier note taking.

Impact on Human Resources:
None.

Impact on Budget (Revenue; Expenses, Fringe Benefits):
An Emergency Appropriation is needed for Court Administrations FY26 budget as follows:
Revenue:

Revenue:		
100-4200-094400	Court Administration State Gov't Grant	$50,000.00
Expenditures:		
100-4200-400100	Court Administration Contractual Services	$25,000.00
100-4200-511500	Court Administration Computer Components	$25,000.00

Position Reclassification or Regrade, please address the following:
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:
Yes.

ILLINOIS COURT TECHNOLOGY MODERNIZATION PROGRAM
FISCAL YEAR 2026 FUNDING AGREEMENT

This Funding Agreement, hereinafter "Agreement", is entered into by and between the county of **McHenry**, hereinafter "County", the Chief Circuit Judge and the Administrative Office of the Illinois Courts, hereinafter "AOIC", for the purpose of defining the responsibilities of the County and the AOIC in regard to the Illinois Court Technology Modernization Program.

The AOIC, on behalf of the Supreme Court of Illinois, will make payment to the County with Fiscal Year 2026 Judicial Branch funding for technology goods/services to modernize local court systems.

The AOIC agrees to the following responsibilities:

- The AOIC will remit payment to the Illinois Comptroller's Office for **$50,000** for approved technology goods/services pursuant to the executed Funding Agreement.

The County agrees to the following responsibilities:

- By signing this **Agreement** and the ***Illinois Court Technology Modernization Program Disbursement Invoice Voucher,*** the Chief Circuit Judge and County Treasurer, ensures the Technology Modernization funding received will **only** be utilized for modernizing their local court system.
- Will comply with the County's policies and procedures for the procurement of any approved technology goods/services (examples below) for Judges Office, Clerks Office, Probation, and areas of the Courthouse utilized by these offices.
  - *Case management systems, maintenance or upgrades*
  - *Digitization of court records*
  - *Computer equipment*
  - *Remote hearing technology*
  - *AI related projects*
  - *SRL stations/kiosks*
- Must complete the **Fiscal Reports for Court Technology Modernization Funding** and submit to techmodernization@illinoiscourts.gov. The first **Report** must include information through January 31, 2026, and be submitted by February 13, 2026. The final **Report** must include information through June 30, 2026 and be submitted by July 10, 2026.
- Any **unspent** funds must be returned to the AOIC. Please issue the check to State of Illinois Treasurer and forward to Attention: Accounting Unit, Administrative Office of the Illinois Courts, 3101 Old Jacksonville Road Springfield, IL 62704.

This Agreement may be terminated, by either party, for failure to comply with the provisions of this agreement. The AOIC reserves the right to audit the approved Funding Agreement.

This Agreement is effective upon signature of the Chief Circuit Judge, County Treasurer and the AOIC.

Chief Circuit Judge	County Treasurer	AOIC Financial Division
Signature	Signature	Signature
Michael Feetterer	Donna M. Kurtz	Erin Mol
Print/Type Name	Print/Type Name	Print/Type Name
1/14/26	01/14/26	1/20/26
Date	Date	Date

RESOLUTION - SUPERMAJORITY

Resolution Authorizing the Acceptance of Grant Award from the McHenry County Community Foundation for Court Administration Office of Special Projects FY2026 (42)

WHEREAS, the Problem Solving Courts of the 22nd Judicial Circuit of McHenry County operate the Drug Court, Mental Health Court, and DUI Court Programs; and

WHEREAS, these programs operate with fidelity to the established evidence-based practices and ten key components for problem-solving courts; and

WHEREAS, the Problem Solving Court programs have been found to be a viable alternative to incarceration; and

WHEREAS, recent research indicates that sustained recovery is significantly tied to meaningful and purposeful work-life balance. Employment is an important element for sustaining recovery and maintaining financial independence; and

WHEREAS, the 22nd Judicial Circuit has sought and has received a grant award notice from the McHenry County Community Foundation in the amount of $75,000.00 for an employment specialist to work with the clients of the Specialty Court Programs; and

WHEREAS, the revenue and expense portion of the FY2026 budget was established during the budget process.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby authorizes the acceptance of a grant award in the amount of $75,000.00 from McHenry County Community Foundation; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the County Administrator, Deputy County Administrator, Director of Finance, Trial Court Administrator, Director of the Office of Special Projects, and Chief Circuit Judge.

DATED at Woodstock, Illinois, this 21 day of April, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Authorizing the Acceptance of Grant Award from the McHenry County Community Foundation for Court Administration Office of Special Projects FY2026 (42)

Board / Committee Action Requested:
Approve a resolution authorizing the acceptance of a grant award from the McHenry County Community Foundation in the amount of $75,000.00.

Background and Discussion:
The Office of Special Projects employs evidenced based practices when interacting with clients of the Problem Solving Courts. Recovery from Substance Use Disorder can be difficult, and the Specialty Courts, based on research, believe that the fundamental treatment of the entire individual is necessary to achieve sobriety, rather than just treating the addiction or mental health issue. By doing so, all of the needs of the individual are met. According to the Substance Abuse and Mental Health Services Administration (SAMHSA), recent research indicates that sustained recovery is significantly tied to meaningful and purposeful work-life balance. Employment is an important element for sustaining recovery and maintaining financial independence.

The Office of Special Projects in collaboration with Workforce Network, sought a transformational grant through the McHenry County Community Foundation and was awarded $75,000.00 to employ an employment specialist. This employment specialist will work with all of the clients of the Specialty Court Programs, who need employment services. Each client will submit to an employment assessment and will be offered access to training, resume building, career counseling, finance management, etc.

Impact on Human Resources:
None.

Impact on Budget (Revenue; Expenses, Fringe Benefits):
None.

Position Reclassification or Regrade, please address the following:
None.

Impact on Capital Expenditures:

None.

Impact on Physical Space:

None.

Impact on Other County Departments or Outside Agencies:

This position allows for increased capacity to better serve clients, the community, and referring agencies and departments. The ultimate goal of this position is to aid clients in obtaining gainful employment, which ultimately impacts the community/county in which they live.

Conformity to Board Ordinances, Policies and Strategic Plan:

Yes.

Courtney Knopp

From: The Community Foundation for McHenry County <administrator@grantinterface.com>
Sent: Wednesday, November 19, 2025 2:01 PM
To: Kelly Scimeca
Subject: [EXTERNAL] Congratulations on Your Selection as a Transformational Grant Recipient!

Dear Kelly,

On behalf of The Community Foundation for McHenry County, I am delighted to congratulate you on being selected as a Transformational Grant recipient. This is a distinguished honor, reflecting the strength of your vision and the potential impact of your project on our community.

This grant will be disbursed over 2 years, the 1st installment is December 1, 2025 and the 2nd is December 1, 2026. We are excited to partner with you over the next two years and to support the important work you are leading. We kindly ask that you refrain from any type of public communication, written or social media, until CFMC has done so.

You will find the Grant Agreement Form in CFMC's grant portal. Please review and sign this document within five (5) days.

Please wait to publicize this award until CFMC has made its initial public announcement!

If you have any questions about the agreement or next steps, please contact Jake Schlicht at jake@thecfmc.org or 815-338-4483 ext 104. We will also be in touch soon with additional information about reporting requirements, check-in dates, and opportunities to connect with other grantees.

Congratulations again on this achievement. We look forward to seeing your transformational work unfold over the coming two years.

Thank you,

Jake Schlicht
The Community Foundation for McHenry County
jake@thecfmc.org
815-338-4483
thecfmc.org

Applicant Information

Kelly Scimeca
2200 N. Seminary Ave
Woodstock, IL 60098
815-334-4458
kascimeca@22ndcircuit.illinoiscourts.gov

Organization: 22nd Judicial Circuit- Office of Special Projects
Form Name: 2026-2027 Transformational Grant - Agreement Form
Process Name: 2026 - 2027 Transformational Grants
Project Name: Economic Benefit of Integrating Employment Interventions

CAUTION: This email originated from outside of the County network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

While mismatches between the actual SENDER field and the FROM field are common. It is also a common spoofing tactic. For additional reference, this email was actually sent from bounces+2251520-00b4-kascimeca=22ndcircuit.illinoiscourts.gov@em9310.grantinterface.com

If you have any questions about the legitimacy of this email, please call the helpdesk at extension 4828.

R E S O L U T I O N

Approval of the Authorization for an Expenditure Over $30,000.00 for the 22nd Judicial Circuit Court Office of Special Projects AOT Evaluator Sieger-Walls (42)

WHEREAS, the 22nd Judicial Circuit of McHenry County Office of Special Projects received a 4-year grant from the Department of Substance Abuse and Mental Health Services Administration; and

WHEREAS, the grant funding covers the contractual services of an evaluating company (Sieger-Walls, which assesses and analyzes the process and outcomes of the AOT (Assisted Outpatient Treatment Program); and

WHEREAS, their responsibilities include developing evaluation plans, collecting and analyzing data, preparing reports, and providing data-driven recommendations for program improvement. The consulting service provider specializes in the areas of public health, behavioral health, workforce training, leadership development, team building, program evaluation, and grant writing; and

WHEREAS, expenditures for Sieger-Walls will exceed $30,000 in Fiscal Year 2026; and

WHEREAS, the revenue (Federal Government Grant 094000-94-42-4200-376) and expenditures (400100-40-42-4200-376 Contractual Services) for evaluation services were budgeted for the Fiscal Year 2026 Office of Special Projects in the amount of $59,000.00; and

WHEREAS, the evaluator services are a requirement of the grant funding.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby authorizes an expenditure in excess of $30,000.00 to Sieger-Walls for evaluation services; and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois that said costs shall be paid from the Office of Special Projects FY26 Budget (400100-40-42-4200-376 Contractual Services); and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the Chief Circuit Judge, Trial Court Administrator, Deputy Court Administrator, County Auditor, Chief Financial Officer, and the County Administrator.

DATED at Woodstock, Illinois, this 21 day of April, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Approval of the Authorization for an Expenditure Over $30,000.00 for the 22nd Judicial Circuit Court Office of Special Projects AOT Evaluator Sieger-Walls (42)

Board / Committee Action Requested:
Approval of an expenditure greater than $30,000.00 to provide evaluation services to the 22nd Judicial Circuit Office of Special Projects.

Background and Discussion:
The evaluator assesses and analyzes the process and outcomes of the AOT (Assisted Outpatient Treatment Program). Their responsibilities include developing evaluation plans, collecting and analyzing data, preparing reports, and providing data driven recommendations for program improvement. The consulting service provider specializes in the areas of public health, behavioral health, workforce training, leadership development, team building, program evaluation, and grant writing; and

Impact on Human Resources:
None.

Impact on Budget (Revenue; Expenses, Fringe Benefits):
Expenses for contractual services were appropriately budgeted for in the amount of $59,000.00 as part of the FY2026 budget process.

Position Reclassification or Regrade, please address the following:
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:
Yes.

SIEGER-WALLS, LLC

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this "***Agreement***") is made and entered into as of December 1, 2024 ***(effective date)*** by and between the between the County of McHenry, Illinois, a Body Politic located at 2200 North Seminary Avenue, Woodstock, Illinois 60098, ("***County***"), and Sieger-Walls, LLC, a Missouri Limited Liability Company ("***Sieger-Walls***") doing business as "Wellbeing in Action" P.O. Box 210696 St. Louis, MO. 63121. County and Sieger-Walls each may be referred to as a "***Party***" or together, the "***Parties.***"

WHEREAS, Sieger-Walls provides consulting services specializing in the areas of public health, behavioral health, workforce training, leadership development, team building, program evaluation, and grant writing and

WHEREAS, the County desires to engage Sieger-Walls as a consultant.

NOW THEREFORE, in consideration of the mutual promises herein, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. Scope of Services. Sieger-Walls will perform the services (the "***Services***") for the County as described in a Statement of Work ("***SOW***") executed under this Agreement. The Services may result in work product produced by Sieger-Walls for County (each a "***Deliverable,***" and collectively, the "***Deliverables***"). Each SOW executed under this Agreement will be attached hereto as part of **Exhibit A**. Each SOW will identify the services Sieger-Walls will perform and provide specifications, schedules for the Services and Deliverables, and compensation terms. If there is a conflict between the SOW and this Agreement, the terms and conditions of this Agreement prevail.

2. Payment. In consideration for providing the Services, the County will pay Sieger-Walls at the rate indicated in Exhibit A. Unless otherwise provided in a SOW, Sieger-Walls will submit to the County monthly invoices detailing the fees that Sieger-Walls believes are due under this Agreement. The County will pay all invoices within thirty (30) days of receipt via check or direct deposit. All invoices will be submitted to the County via email at kascimeca@22ndcircuit.illinoiscourts.gov. Sieger-Walls will be entitled to suspend the provision of any Services if the County fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof. Where applicable, Sieger-Walls's reasonable expenses

incurred in connection with the Services provided herein will be reimbursed. Sieger-Walls will send an invoice of any such expenses and, at County's request, provide evidence of such expenses to County.

3. Term. This Agreement will commence on the Effective Date and will continue in effect for four years, unless this Agreement is terminated or amended earlier in accordance with Section 4 below. If the term of a SOW extends beyond the termination of this Agreement, or the Parties execute additional SOWs after the termination of this Agreement, this Agreement will be automatically extended for the term of such a SOW.

4. Early Termination. Either Party may terminate this Agreement with thirty (30) days prior written notice for any or no reason. Once Sieger-Walls has received such a termination notice, it will immediately stop performing all Services (unless otherwise directed by County in writing), and County will have no further payment obligation to Sieger-Walls other than for fees and expense reimbursements for Services performed before such termination.

County shall have one hundred twenty (120) days after each election of County Board members to terminate the Contract without cause and without penalty.

The parties' confidentiality and indemnification obligations set forth in this Agreement shall survive the termination of this Agreement.

This Agreement is made subject to available budgetary appropriations and shall not create any obligation on behalf of the County in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Agreement shall terminate without penalty or expense to the County thirty (30) days after written notification of termination from the County.

5. Confidential Information.
   - 5.1. In performing their obligations under this Agreement, the Parties may have access to or use the other Party's Confidential Information (as defined below). The Parties agree to keep secret and confidential and not to use for the benefit of or disclose to any third party any of the other Party's Confidential Information.
   - 5.2. The Parties acknowledge and confirm that, before and or after the Effective Date of this Agreement, they may exchange "***Confidential Information***": certain data and other information (whether in human or machine-readable form) that comes into each other's possession or knowledge and which was obtained from, for, or on behalf of the other Party. This Confidential

Information includes, but is not limited to: (i) all compilations of information, ideas, trade secrets, inventions, know-how, correspondence, designs, drawings, files, formulae, lists, machines, maps, methods, models, notes or other writings, plans, records, regulatory compliance procedures, reports, schematics, specialized or technical data, documentation, and software used in connection with the development, marketing and sale of the other Party's business; (ii) financial, sales, marketing or organizational data relating to the other Party or to the industry or other areas pertaining to the other Party's activities and contemplated activities; (iii) the other Party's relations with its prospective and current clients, customers, and suppliers, and the proposed or actual nature and type of products or services rendered to such clients or customers; (iv) the other Party's relations with its employees and independent contractors (including, without limitation, salaries, job classifications, and skill levels); and (v) any other information treated by the other Party as confidential, secret and/or proprietary (including, without limitation, information provided by clients or customers). Notwithstanding the foregoing, Confidential Information does not include information which: (i) is or becomes publicly available other than as a result of a disclosure by a Party in violation of this Agreement, (ii) is or becomes available to a Party on a non-confidential basis from a third party who is not prohibited from disclosing such information to the Party by a legal, contractual, or fiduciary obligation, or (iii) is independently developed by a Party without reference to the Confidential Information.

5.3. **Compelled Disclosure of Confidential Information.** In the event that a Party (***"Disclosing Party"***) is requested or required to disclose any of the other Party's Confidential Information, the Disclosing Party will promptly provide the other Party with written notice of any such request or requirement, so that the other Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the Disclosing Party is nonetheless, in the opinion of Disclosing Party's legal counsel, legally compelled to disclose Confidential Information, the Disclosing Party, without liability hereunder, will disclose only that portion of the Confidential Information that Disclosing Party's counsel advises is legally required.

5.4. **Reproduction of Confidential Information.** The Parties will not copy, reproduce, or otherwise use any papers, records, reports, studies, computer printouts, equipment, tools or other property owned by the other Party except as expressly permitted by the other Party in writing or as required for the performance of the Services.

5.5. **Return of Records.** The Parties agree that all files, letters, memoranda, reports, records, data, disks, electronic storage media, sketches, drawings,

notebooks, program listings, or other written, photographic, electronic, or tangible material containing the other Party's Confidential Information (collectively, "***Records***") that will come into a Party's custody or possession under this Agreement, will be and are the exclusive property of the other Party. All Confidential Information and Records will be used only in the performance of the Services. All Records or copies thereof will be promptly delivered to the other Party (i) upon any written request by the other Party, and (ii) in any event, upon the termination of this Agreement.

5.6. **Customers and Suppliers.** The Parties agree that their obligations in Section 5 also extend to confidential information of the other Party's customers, clients, or employees, and any subsidiaries and affiliates of the Party.

6. **Publicity**. The County grants Sieger-Walls the right to represent that it provides the Services to the County. As partial consideration for the fees charged to County hereunder, County will serve as a marketing reference for Sieger-Walls at Sieger-Walls's discretion. For these purposes, County grants Sieger-Walls the right to use County's trade name, trademarks, and logo, subject to reasonable use restrictions agreed upon between the Parties.

7. **Ownership Rights to Deliverables, Intellectual Property, and Materials**.

7.1. **Intellectual Property.** Sieger-Walls will have sole ownership of Sieger-Walls Intellectual Property Rights (as defined below) incorporated into any Services or Deliverables prepared for and/or provided to the County. Any improvements or modifications to the Intellectual Property Rights that are used, improved, modified, or developed as a result of the Services are the sole and exclusive property of Sieger-Walls and will be assigned to Sieger-Walls. For purposes of this Agreement, "***Intellectual Property Rights***" means any and all rights, titles, and interests (including all patents, patent registration, copyright, trademark, trade name, service mark, service name, trade secret, or other proprietary right arising or enforceable under any United States federal or state law, rule or regulation, non-United States law, rule or regulation or international treaty) in any technology, system, invention, medium, or content, including print, pictures, photographs, video, marks, logos, designs, drawings, artistic and graphical works, music, speech, computer software and documentation, any other works of authorship and any form, method or manner of expression or communication.

7.2. **License.** Subject to the terms and conditions of this Agreement, including County's payment obligations in Section 2, Sieger-Walls hereby grants to County a worldwide, perpetual, royalty-free, irrevocable license for the Deliverables solely for County's internal business purposes (the "***License***"). This License is non-exclusive, except the County will have an exclusive

license for any Deliverables specifically modified or customized for the County by Sieger-Walls, as specified in the SOW. Nothing in this Agreement will be deemed to grant the County any express or implied license for any reason besides the License.

7.3. **County Information and Materials.** All information and materials, including computer software, provided to Sieger-Walls by County in connection with the Services, including modifications, changes, and derivatives thereto, are and will remain the property of County or its licensors, who will retain all intellectual property rights therein.

7.4. **Indemnification; Injunctive Relief.** County hereby agrees to indemnify and hold harmless Sieger-Walls, its owners, officers, managers, employees, and agents from and against any claim, demand, cause of action, and judgment (including attorneys' fees and reasonable court costs) by any third party arising out of any infringement or claim of infringement of any patent, trade secret, copyright or other intellectual property right based on the use of County's materials. The Parties further acknowledge and agree that the damages resulting from any breach of the foregoing covenants may be intangible in whole or in part and that each Party is entitled to seek specific enforcement, injunctive relief, and other equitable remedies in addition to monetary damages and legal remedies, and the Parties hereby stipulate to the entering of such injunctive relief enforcing the provisions of this Section 7. Each Party hereby waives any bond or similar requirements for granting such injunctive relief.

8. **Warranties of Company**. Sieger-Walls's performance under this Agreement will be conducted with due diligence and in full compliance with the professional standards for Sieger-Walls's industry. Sieger-Walls will comply with all applicable laws, rules, and regulations while performing the Services. EXCEPT AS SPECIFICALLY STATED IN THIS SECTION 8, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SIEGER-WALLS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND DISCLAIMS ALL OTHER WARRANTIES, EITHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED, OR ARISING FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8.1. **Insurance**. Sieger-Walls agrees to maintain commercial general liability at all times, for the duration of this Agreement, insurance coverage issued by a company or companies qualified to do business in the State of Illinois with a Best's Rating of A or higher and with a Best's financial size category of Class XIV or higher, for Professional Liability Insurance with $1,000,000 per occurrence and $1,000,000 in aggregate.

Sieger-Walls agrees that with respect to the above required insurance that County shall be provided with Certificates of Insurance evidencing the above-required insurance, prior to commencement of the Agreement 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. The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company.

In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming County as an additional insured. A copy of the endorsement shall be provided to County along with the Certificate of Insurance.

County shall be named as an additional insured and the address for certificate holder must read exactly as:

County of McHenry, a body politic
2200 N. Seminary Avenue
Woodstock, IL 60098

Insurance Notices and Certificates of Insurance shall be provided to:

McHenry County, Purchasing Department
2200 N. Seminary Avenue, Room 200
Woodstock, Illinois 60098

9. **Limitations on Liability.**

9.1. **NO CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS) ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. **LIMITATION OF LIABILITY.** EACH PARTY'S LIABILITY FOR DAMAGES FOR ANY CAUSE, AND REGARDLESS OF THE FORM OF ACTION, INCLUDING WITHOUT LIMITATION CONTRACT, TORT, FRAUD, COMPUTER MALPRACTICE, PRODUCTS LIABILITY, AND STRICT LIABILITY, SHALL NOT EXCEED THE FEES PAID BY THE COUNTY TO SIEGER-WALLS UNDER THE SOW THAT GIVES RISE TO THE LIABILITY.

9.3. **EXCEPTIONS TO LIMITATION OF LIABILITY.** THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO CLAIMS ARISING FROM (i) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT PURSUANT TO SECTION 11, (ii) A BREACH BY A PARTY OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, or (iii) A PARTY'S GROSS NEGLIGENCE OR WILLFUL OR FRAUDULENT MISCONDUCT, INCLUDING, BUT NOT LIMITED TO, COUNTY'S INFRINGEMENT OR MISUSE OF THE LICENSE GRANTED HEREIN, OR OF SIEGER-WALLS'S INTELLECTUAL PROPERTY.

10. **Indemnification**. Each party (in such capacity the "Indemnifying Party") hereby agrees to defend, indemnify and hold harmless the other party (in such capacity the "Indemnified Party") and any of its subsidiaries and affiliates and the respective officers, directors and employees of each of the foregoing entities from and against all claims, demands, liabilities, losses, damages, suits, judgments, costs and expenses (including reasonable attorney's fees and costs of defense) in any manner arising out of or resulting from performance of the Services contemplated herein, provided that any such claim, demand, liability, loss, damage, suit, judgment, cost or expense (1) is attributed to bodily injury, sickness, disease or death of any person, or to damage to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused by any act or omission of the Indemnifying Party, its employees or agents, any approved subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

Furthermore, Sieger-Walls agrees to defend, indemnify and hold County harmless from and against all claims, demands, liabilities, losses, damages, suits, judgments, costs and expenses (including reasonable attorney's fees and costs of defense) in any manner arising out of the infringement or alleged infringement of any United States patent, trademark, trade dress, copyright or other intellectual property arising out of the Services provided by the Sieger-Walls to County.

11. **General Provisions**.

11.1. **Independent Contractor.** Nothing herein contained will be deemed to create an agency, joint venture, partnership, or franchise relationship between the Parties. Sieger-Walls acknowledges that it is an independent Sieger-Wallsto the County and is not authorized to act on behalf of the County. Sieger-Walls will be solely responsible for all its tax obligations arising from or relating to this Agreement, including but not limited to all city, state, and federal income taxes, social security withholding tax, and other self-employment tax incurred by Sieger-Walls. Sieger-Walls may

provide services to all other customers, including, but not limited to, those engaged in business similar to the business of the County.

11.2. **Force Majeure.** The performance of either Party under this Agreement may be suspended to the extent and for the period of time that such Party is prevented or delayed from fulfilling its obligations due to causes beyond its reasonable control (including, without limitation, acts of God, acts of civil or military authority including governmental priorities, strikes or other labor disturbances, fires, floods, epidemics, wars, terrorism, or riots), provided that the nonperforming Party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance hereunder with reasonable dispatch as soon as such causes are removed. After thirty (30) consecutive days of suspension on the part of one Party, the other Party may, at its sole discretion, terminate this Agreement without further liability.

11.3. **Notices.** All notices, consents, requests, demands and other communications hereunder are to be in writing and are deemed to have been duly given or made: (i) when delivered in person, (ii) three (3) days after deposited in the United States mail, first class postage prepaid, (iii) in the case of overnight courier services, one business day after delivery to the overnight courier service with payment provided for, or (iv) in the case of facsimile or electronic transmission (such as e-mail), when sent, verification received; to the Parties at the following addresses:

If to Sieger-Walls:
Sieger-Walls, LLC
Attn: Dr. Jesse Sieger-Walls
P.O. Box 210696
St. Louis, MO. 63121
jesse@wellbeing-in-action.com

With copy to:
Hunsinger Law Group, LLC
205 N. Michigan Ave., Ste. 810
Chicago, Illinois 60601

If to County to:
County of McHenry
Attn: Kelly Scimeca
2200 N. Seminary Ave
Woodstock, IL 60098
kascimeca@22ndcircuit.illinoiscourts.gov

11.4. **Legal Fees.** Except as otherwise provided herein, all legal and other costs and expenses incurred in connection with this Agreement are to be paid by the Party incurring such costs and expenses. If Sieger-Walls or County brings suit to enforce the terms hereof or raises this Agreement as a defense in a suit brought by Sieger-Walls, the prevailing Party is entitled to recover its attorneys' fees and expenses.

11.5. **Entire Agreement.** This Agreement and the SOWs contain the Parties' entire understanding of the Services and supersedes all prior agreements and understandings, written and oral, between the Parties concerning such subject matter.

11.6. **Amendment; Waiver.** Any amendment, modification, supplement, or termination of any provision of this Agreement will only be effective unless the same is in writing and duly executed by the Parties to this Agreement. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.

11.7. **Remedies.** Unless otherwise expressly limited in this Agreement, in the event of a breach by one Party, the other Party will be entitled to exercise all rights and remedies available to it at law or in equity, whether concurrently or separately, and the exercise of one remedy will not be deemed an election of such remedy or preclude the right to exercise any other remedy. Without limiting the generality of the foregoing, either Party may offset any fees it owes to the other Party against amounts it is otherwise owed.

11.8. **Assignment and Subcontracting.** This Agreement shall not be assigned by Sieger-Walls without prior written approval of the County, subject to such conditions and provisions as the County may deem necessary in its sole and absolute discretion. No such approval by the County of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the County in addition to the total agreed upon price. Approval by the County of an assignment shall not be deemed a waiver of any right accrued or accruing against Sieger-Walls. No assignee of Sieger-Walls shall assign this Agreement without prior written approval of the County. This Agreement shall be binding upon the parties and their respective heirs, successors, and assigns. Furthermore, Sieger-Walls shall not enter into any subcontract with any agency or individual with respect to the performance of Services under this Agreement without the written consent of the County. Such consent County may grant, condition or withhold in County's sole discretion.

11.9. **Successors and Assigns.** All provisions of this Agreement are binding upon, inure to the benefit of, and are enforceable by or against Sieger-Walls and County and their respective heirs, executors, administrators, or other legal representatives and permitted successors and assigns.

11.10. **Compliance With Laws**
Each party hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations.

11.11. **Governing Law and Jurisdiction.** The parties agree that any dispute, action, claim, cause of action, breach of contract, or other remedy or relief sought pursuant to the provisions of this Agreement shall be controlled and decided by the laws of the State of Illinois. The parties further agree that the appropriate venue for such disputes shall be the Circuit Court for the 22nd Judicial Circuit, McHenry County, Illinois.

11.12. **Arbitration.** Any claim or dispute arising between the Parties that cannot be resolved through negotiation shall be exclusively resolved through arbitration using one (1) arbitrator under the commercial rules of the American Arbitration Association or such other alternative dispute-settling forum approved in writing by both Parties. The venue for any arbitration shall be McHenry County, Illinois. The arbitrator shall be empowered to allow limited discovery and decide claims subject only to the limitations outlined in this Agreement and any subsequent arbitration agreement signed by both Parties hereto. The decision of the arbitrator and damages or equitable relief provided therein may be entered as a judgment in any court of competent jurisdiction.

11.13. **Severability.** Any provision of this Agreement which is prohibited, unenforceable, or not authorized in any jurisdiction is, as to such jurisdiction, ineffective to the extent of any such prohibition, unenforceability, or nonauthorization without invalidating the remaining provisions hereof, or affecting the validity, enforceability or legality of such provision in any other jurisdiction, unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable.

11.14. **Survival.** Rights and obligations under this Agreement, which by their nature should survive, including, but not limited to, any warranties, indemnities, limitation of liabilities, and all payment obligations, will remain in effect after termination or expiration hereof.

11.15. **Interpretation.** The Parties hereto agree that this Agreement is the product of negotiation between sophisticated parties and individuals, all of whom were represented by, or had an opportunity to be represented by

legal counsel, and each of whom had an opportunity to participate in drafting each provision hereof. Accordingly, ambiguities in this Agreement, if any, will not be construed strictly or in favor of or against either Party but rather will be given a fair and reasonable construction.

11.16. **Counterparts.** The Parties may execute this Agreement on any number of separate counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing an original signature.

11.17. NON-SOLICITATION

Sieger-Walls hereby covenants and agrees with County that at all times during the term of this Agreement and for a period of one (1) year following the termination hereof for any reason whatsoever, Sieger-Walls shall not, directly or indirectly, on its own account nor on behalf of any other person or entity, solicit, interfere with, hire, engage or endeavor to entice away from County, in order to accept employment or enter into a working relationship with any such person, any person who is or was an employee of County at any time during the term of this Agreement. The parties hereto believe that actual damages in the event of a violation of this Paragraph 8 will be difficult to determine and, therefore, Sieger-Walls agrees that upon any violation of this Paragraph 8, Sieger-Walls shall pay County the sum of one year's direct salary for each employee involved in a violation as liquidated damages and not as a penalty.

This Paragraph is not intended to restrict the rights of any employee of either party to seek and obtain or engage employment or engagement by the other party by their own initiative or in response to publicly posted employment advertisements, job fairs or employment services, provided however that no solicitation of any kind occurs on the part of the hiring party.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date written above.

COUNTY:	**SIEGER-WALLS, LLC:**
McHenry County	
By: Kelly Scimeca	By: Jesse Sieger-Walls
Name: Kelly Scimeca, MA, LCPC	Jesse Sieger-Walls, PhD, MSW, LCSW
Title: Director of Office of Special Projects	Owner & Managing Principal
Date: December 27, 2024	Date: 12/27/24

EXHIBIT A

STATEMENT OF WORK

This Statement of Work ("***SOW***") adopts and incorporates the terms and conditions of the consulting services agreement, which was entered into on the Effective Date between Sieger-Walls, LLC, a Missouri Limited Liability Company ("***Sieger-Walls***") and County of McHenry, Illinois, a Body Politic located at 2200 North Seminary Avenue, Woodstock, Illinois 60098 ("***County***").

The work to be performed by Sieger-Walls on behalf of the County shall be consultation services requested by the County as part of its evaluation and implementation of the SAMHSA-funded ***Assisted Outpatient Treatment Program for Individuals with Serious Mental Illness (AOT)*** grant program.

Deliverables	Year 1	Year 2	Year 3	Year 4	Total
Data Collection Infrastructure and Process Development and Monitoring	$10,000	$7,000	$7,000	$7,000	$31,000
Help the project director and staff set up and monitor the evaluation infrastructure for sampling, collecting, and monitoring program outcomes. As needed, create and oversee monthly and quarterly goals for enrollment and data gathering. Sieger-Walls oversee routinely data collection through requests for information from clinical providers service program clients. Support the development, implementation, and monitoring of quality care metrics. The additional costs in year 1 reflects the additional start-up effort not needed during the routine monitoring efforts in years 2 through 4.					
Client-level and Program-Level Quantitative Analysis and Stakeholder Reporting	$8,000	$32,000	$32,000	$32,000	$112,000
Sieger-Walls will carry out continuous program performance assessments including outcome analyses, at a quarterly frequency pending data availability from SPARS and the County's EHR. Sieger-Walls will create and distribute reports for the PD, executive leadership, staff, and stakeholders on a minimum quarterly basis, as well as generate supplementary reports and presentations when needed. This activity will also involve helping the County incorporate findings into the CQI. The reduced costs in year 1 reflects the reduced effort not needed in year 1 because there will be less fewer quarters of data that will have sufficient data compared to effort in years 2 through 4.					

Deliverables	Year 1	Year 2	Year 3	Year 4	Total
Fidelity Evaluations (i.e., EBP fidelity assessments and other targeted assessments)	$15,000	$15,000	$15,000	$15,000	$60,000
Sieger-Walls will design and conduct program fidelity assessments of the program to help the County enhance service quality. Methods will involve on-site visit, with review of client records, examining organizational documents, conducting interviews with staff, clients, and key informants, facilitating focus groups, administering surveys, observing team meetings, and analyzing service data.					
Support Disparity Impact Statement/CLAS Standards Monitoring	$8,000	$5,000	$5,000	$5,000	$23,000
Assist with the development and analysis needed to prepare the Disparity Impact Statement (DIS) and help monitor and report annual progress with toward the DIS goals. Participate in ongoing planning related to adhering to CLAS standards: e.g., Identifying training requirements and needs, creating and implementing a CLAS development plan. The additional costs in year 1 reflects the additional start-up effort not needed during the routine monitoring efforts in years 2 through 4.					
	Year 1	Year 2	Year 3	Year 4	Total 1- 4
Total	$41,000	$59,000	$59,000	$59,000	$226,000

The County shall not unreasonably withhold or delay approval of project deliverables. If any deliverable prepared by Sieger-Walls for the County is rejected by the County, the County shall notify Sieger-Walls promptly in writing of the reasons for the rejection and, provided the request is reasonable, Sieger-Walls shall promptly make reasonable revisions to the rejected deliverable, without additional cost to the County.

This is a four and four-year grant year definitions.

- Year 1: 9/30/23 through 9/29/24
- Year 2: 9/30/24 through 9/29/25
- Year 3: 9/30/25 through 9/29/26
- Year 4: 9/30/26 through 9/29/27

Sieger-Walls Team

The Sieger-Walls contract involves a team of highly skilled professionals, including Ph.D. and masters-level evaluators, coordinators, analysts, and program specialists. These experts deeply understand quantitative and qualitative evaluation methods and have extensive experience in community behavioral health infrastructure development. The Sieger-Walls team is committed to providing all deliverables outlined in the subsequent section. They are also subject matter experts in behavioral health services and organizational analytic operations and practices.

Invoicing Schedule

Invoices will be submitted to the County for payment within 30 days of when services are rendered. Payments are due 30 days from the invoice date according to the schedule in the following table.

Year 1

Month	Calendar Year	AOT
Oct.	2024	-
Nov.	2024	-
Dec.	2024	$ 4,100
Jan.	2025	$ 4,100
Feb.	2025	$ 4,100
Mar.	2025	$ 4,100
Apr.	2025	$ 4,100
May	2025	$ 4,100
Jun.	2025	$ 4,100
Jul.	2025	$ 4,100
Aug.	2025	$ 4,100
Sept.	2025	$ 4,100
	Total	**$41,000**

Year 2

Month	Calendar Year	AOT
Oct.	2025	$ 4,916.66
Nov.	2025	$ 4,916.66
Dec.	2025	$ 4,916.66
Jan.	2026	$ 4,916.66
Feb.	2026	$ 4,916.66
Mar.	2026	$ 4,916.66
Apr.	2026	$ 4,916.66
May	2026	$ 4,916.66
Jun.	2026	$ 4,916.66
Jul.	2026	$ 4,916.66
Aug.	2026	$ 4,916.66
Sept.	2026	$ 4,916.74
	Total	**$59,000.00**

Year 3

Month	Calendar Year	AOT
Oct.	2026	$ 4,916.66
Nov.	2026	$ 4,916.66
Dec.	2026	$ 4,916.66
Jan.	2027	$ 4,916.66
Feb.	2027	$ 4,916.66
Mar.	2027	$ 4,916.66
Apr.	2027	$ 4,916.66
May	2027	$ 4,916.66
Jun.	2027	$ 4,916.66
Jul.	2027	$ 4,916.66
Aug.	2027	$ 4,916.66
Sept.	2027	$ 4,916.74
	Total	**$59,000.00**

Year 4

Month	Calendar Year	AOT
Oct.	2027	$ 4,916.66
Nov.	2027	$ 4,916.66
Dec.	2027	$ 4,916.66
Jan.	2028	$ 4,916.66
Feb.	2028	$ 4,916.66
Mar.	2028	$ 4,916.66
Apr.	2028	$ 4,916.66
May	2028	$ 4,916.66
Jun.	2028	$ 4,916.66
Jul.	2028	$ 4,916.66
Aug.	2028	$ 4,916.66
Sept.	2028	$ 4,916.74
	Total	**$59,000.00**

Additional Contract Issues

1. Siegers walls agrees that it is not entitled to worker's compensation benefits, and it is obligated to pay federal and state income tax on any moneys earned pursuant to this contractual relationship.
2. The parties agree that Sieger-Walls is not required to work exclusively for the County.
3. Unless agreed to otherwise, all deliverables will be provided in electronic format.

IN WITNESS WHEREOF, the Parties hereto have executed this SOW as of the Effective Date.

COUNTY:	**SIEGER-WALLS, LLC:**
McHenry County	
By: Kelly Scimeca	By: Jesse Sieger-Walls
Name: Kelly Scimeca, MA, LCPC	Jesse Sieger-Walls, PhD, MSW, LCSW
Title: Director of Office of Special Projects	Owner & Managing Principal
Date: December 27, 2024	Date: 12/27/24

R E S O L U T I O N - S U P E R M A J O R I T Y

Resolution Authorizing the Acceptance of Grant Award from the Illinois Department of Transportation for Court Administration Office of Special Projects FY2026 (42)

WHEREAS, the Problem-Solving Courts of the 22nd Judicial Circuit of McHenry County operate the Drug Court, Mental Health Court, and DUI Court Programs of McHenry County, which rely upon experts in the field of mental illness and substance abuse treatment; and

WHEREAS, these programs operate with fidelity to the established evidence-based practices and ten key components for problem-solving courts; and

WHEREAS, the Problem-Solving Court programs have been found to be a viable alternative to incarceration; and

WHEREAS, the DUI Court program has grown in size and now employs a second treatment clinical position; and

WHEREAS, the McHenry County Board, pursuant to Resolution # R-202407-42-153 authorized position creation; and

WHEREAS, the 22nd Judicial Circuit has sought and has received a grant award notice from the Illinois Department of Transportation, in the amount of $181,473.73 for the additional treatment clinician; and

WHEREAS, the revenue and expense portion of the FY2026 budget was established during the budget process.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby authorizes the acceptance of a grant award in the amount of $181,473.73 from the Illinois Department of Transportation; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the County Administrator, Deputy County Administrator, Chief Financial Officer, Trial Court Administrator, Director of the Office of Special Projects, and Chief Circuit Judge.

DATED at Woodstock, Illinois, this 21 day of April, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Authorizing the Acceptance of Grant Award from the Illinois Department of Transportation for Court Administration Office of Special Projects FY2026 (42)

Board / Committee Action Requested:
Approve a resolution authorizing the acceptance of a grant award from the Illinois Department of Transportation in the amount of $181,473.73.

Background and Discussion:
Due to the demand for services, it was necessary to expand the roster of the Office of Special Projects to meet the need. The 22nd Judicial Circuit sought and was awarded grant funding in the amount of $181,473.73 from the Illinois Department of Transportation which will cover the costs of a clinician as well as other ancillary costs.

Impact on Human Resources:
None.

Impact on Budget (Revenue; Expenses, Fringe Benefits):
None.

Position Reclassification or Regrade, please address the following:
None.

Impact on Capital Expenditures:
None.

Impact on Physical Space:
This position will be housed at the Office of Special Projects at 400 Russel Court, Woodstock, IL 60098.

Impact on Other County Departments or Outside Agencies:
These positions allow for greater access to the DUI Specialty Court Program, reduce wait time, increase capacity to better serve clients, community, and referring agencies and departments.

Conformity to Board Ordinances, Policies and Strategic Plan:
Yes.

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Illinois Department of Transportation

Bucksheet

Reset Form

☒ Under $250,000 ☐ Over $250,000

Priority: **Normal**

Office	District / CO	Bureau
Highways Project Implementation		Safety Programs & Engineering

File Subject	Amount Range
Agreement, Signature	Under $250,000.00

Secretary Explanation

Subject: State and Community Highway Safety/National Priority Safety Program

Project in Relation to: Highway Safety Grant

Description of Action: Executive Signatures for Execution

DBE Goal: None

☐ IL Works ☐ Capitol/Stimulus ☐ Notary Required

☒ FY Deadline Fiscal Year Date: 09/30/2026

Consultant Name/Contractor	Letting Date
County of McHenry	

County	District	Job Number	PTB-Item
		n/a	n/a

Amount of Agreement	Route
181473.73	n/a

Section	Phase	Contract Number	Agreement Number
n/a	n/a	n/a	HS-26-0350

State Dollars	Federal Dollars	Local Dollars	Total Dollars
0.00	181473.73	0.00	181473.73

Source of State Fund	% Reimburse from Feds
not applicable	100 %

Remarks:

Agreement was approved to form by OCC attorney Amanda Lundeen on 9/26/25.
Approved by G. Moretti 12/1/25

Questions? Contact Sarah Engelman

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Agreement No. HS-26-0350, 13-17

GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION
AND

County of McHenry

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency 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

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The Parties or their duly authorized representatives hereby execute this Agreement.

Illinois Department of Transportation

By: Signed by: Gia Biagi by Stephane B. Seck-Birhame 83E8D2024487427...
Signature of Gia Biagi , Secretary of Transportation

Date: 12/03/25 | 1:33 PM CST

Printed Name: Stephane B. Seck -Birhame

Printed Title: BSPE Bureau Chief

Designee

By:

Signature of Second Grantor Approver, if applicable

Date:

Printed Name:

Printed Title:

Second Grantor Approver

By:

Signature of Third Grantor Approver, if applicable

Date:

Printed Name:

Printed Title:

Third Grantor Approver

By:

Signature of Fourth Grantor Approver, if applicable

Date:

Printed Name:

Printed Title:

Fourth Grantor Approver

By:

Signature of Fifth Grantor Approver, if applicable

Date:

Printed Name:

Printed Title:

Fifth Grantor Approver

County of McHenry

By: Signed by: Peter Austin 067C3782C18F42C...
Signature of Authorized Representative

Date: 12/02/25 | 8:25 AM CST

Printed Name: Peter Austin

Printed Title: County Administrator

Email: pbaustin@mchenrycountyil.gov

By:

Signature of Second Grantee Approver, if applicable

Date:

Printed Name:

Printed Title:

Email:

Second Grantee Approver
(optional at Grantee's discretion)

Docusign Envelope ID: 46E312B5-811B-4599-BBDA-8E5DC20F62BA

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.

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"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 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.

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ARTICLE II
AWARD INFORMATION

2.1 Term. This Agreement is effective on 10/01/2025 and expires on 09/30/2026 (the Term), unless terminated pursuant to this Agreement.

2.2 Amount of Agreement. Grant Funds (check one) ☐ must not exceed or ☒ are estimated to be $181,473.73 , of which $181,473.73 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**):
If the Grantor is to pay a Third Party for grant related goods/services, Grantee will submit invoices, C-13 invoice voucher and/or a BoBS 650 travel voucher along with required supporting documentation directly to the Grantor for payment; or
If the Grantor is to pay the Grantee directly for grant related goods/services,Grantee will submit a BSPE 600, along with required supporting documentation.

2.4 Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 69A3752530000405DILM , the federal awarding agency is National Highway Traffic Safety Administration , the Federal Award date is 2/26/25, 05/14/25 . If applicable, the Assistance Listing Program Title is State and Community Highway Safety/National Priority Safety Programs and Assistance Listing Number is 20.600; 20.616 . The Catalog of State Financial Assistance (CFSA) Number is 494-10-0343 and the CSFA Name is State & Community Highway Safety/National Priority Safety Program If applicable, the State Award Identification Number (SAIN) is N/A .

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 (check one):

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation (includes Not For Profit)
- ☐ Medical Corporation
- ☒ Governmental Unit
- ☐ Estate or Trust
- ☐ Pharmacy-Non-Corporate
- ☐ Pharmacy/Funeral Home/Cemetery Corp.
- ☐ Tax Exempt
- ☐ Limited Liability Company (select applicable tax classification)
  - ☐ C = corporation
  - ☐ P = partnership

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)).

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(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,

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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

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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 Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor

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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.

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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**.

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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

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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.

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(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.

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(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

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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 200.317-200.326 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.

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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

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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

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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 DUI Court Program is an initiative of the Illinois Department of Transportation (IDOT) Bureau of Safety Programs and Engineering that promotes the safety and well-being of all people using Illinois' roadways. The DUI Court Program focuses specifically on DUI Courts, a relatively new court that borrows from the successful Drug Court Model. DUI Courts have been utilized very effectively in many states and focus directly on repeat DUI offenders and/or high-BAC offenders – essentially only high-risk, high-needs offenders. DUI Courts are proven to change behavior and reduce recidivism by holding offenders accountable.

The goal of the Grantor is to further proliferate DUI Courts in jurisdictions throughout Illinois through the grant objective of providing necessary resources for the startup and operating costs of the establishment and administration of a DUI Court.

The program includes regular court appearances before the DUI Court Judge, frequent and random drug/alcohol testing, substance abuse counseling, a behavior modification system that incorporates incentives, sanctions, therapeutic adjustments, and community supervision by the DUI Court Team. The Team operates in a non-adversarial manner. Completion of the DUI Problem Solving Court (PSC) program typically takes a minimum of eighteen months, though the duration may vary based on each participant's individual needs.

The program is divided into five (5) phases. Upon entering the program, an individualized case management plan will be created, taking into account the participant's risk and clinical assessments. Advancement to subsequent phases is determined by the DUI Court Judge, in consultation with the team, based on the participant's progress in achieving set goals, rather than solely on the length of time spent in the program. The primary goal of the DUI Court Program is to reduce and prevent repeat DUI offenses. It aims to provide rapid screening, assessment, and intervention, with a focus on treatment, probation supervision, and judicial oversight, as opposed to the traditional punitive system.

The Grantee shall utilize grant funds to meet desired safety project goals, milestones, deliverables, performance standards, and performance measures stated throughout this Agreement- from ithe project proposal submitted as part of the FY26 application packet for NOFO 26-0343-10. The funding shall be used as per the agreed upon budget pending the FY26 federal budget, dollar amounts, and dates. In addition, the National Highway Traffic Safety Administration (NHTSA) grant funding policy determines allowable costs under specific conditions. Please see 23 CFR Part 1300, Uniform Procedures for State Highway Safety Grant Programs for allowable costs.

The Grantee is eligible to receive allowable costs as they appear in the approved finalized budget. However, the Grantee may request funding changes to the approved finalized budget should allocated costs need to be redistributed after the commencement of the grant agreement.

This grant is not for research or development.

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EXHIBIT B
DELIVERABLES OR MILESTONES

Program deliverables and/or milestones for this Agreement include, but are not limited to:

1. Achieving and maintaining sobriety, with a focus on a substance-free lifestyle.

2. Reducing the likelihood of incarceration.

3. Securing stable employment.

4. Maintaining stable housing.

5. Effectively managing financial responsibilities.

6. Paying fines, fees, and restitution, or establishing a reasonable repayment plan.

7. Providing more individuals with access to the services they need to reduce recidivism and successfully reintegrate into society.

I. Performance Plan Report: The Grantee shall submit a Performance Plan Report (PPR) monthly. The PPR should be submitted with the Highway Safety Claim (non-STEP) BSPE 600. The detailed questions of the performance plan are explained in the performance plan section of AmpliFund. In addition, the duties performed must also parallel the information in the project description used in Exhibit A and grant requirements as stated in the corresponding exhibits and Part Three of this Agreement. The PPR shall clearly show and state the progress as it pertains to the specific program being funded by this Agreement. All PPR information shall be submitted electronically via AmpliFund to the Grantor Contact listed in Exhibit C of this Agreement.

II. Periodic Financial Report (PFR): The Grantee should submit the Periodic Financial Report (PFR) form. This form is available via AmpliFund and through the Grantor Contact listed in Exhibit C of this Agreement. This form must be submitted on a regular basis pursuant to Article X and Article XI in this agreement. The specifics for reporting these forms whether quarterly or monthly- are listed in Exhibit E and Part Two of this Agreement. This reporting is required for all IDOT grantees regardless of the financial thresholds set forth by Public Act 096-0795 and/or the Federal Funding Accountability and Transparency Act (FFATA). The required reporting for the Grantee shall vary from grant to grant. The specifics for reporting for this Agreement are as follows:

A. Quarterly reports are due no later than 5:00 p.m. on: January 30, 2026; April 30, 2026; July 30, 2026; and the final report on October 30, 2026. Quarterly reports will consist of: Quarter 1 (October 1, 2025- December 30, 2025 due January 30, 2026); Quarter 2 (January 1, 2026 - March 30, 2026 due April 30, 2026); Quarter 3 (April 1, 2026 - June 30, 2026 due July 30, 2026); and Quarter 4 (July 1, 2026 - September 30, 2026 due October 30, 2026). The Grantee must submit the BoBS 2832 form on or before the corresponding quarterly due dates. In the event that the Agreement is not fully executed until after the October 1, 2025, federal fiscal year start date, the Grantee shall report Quarter 1 beginning the date the Agreement was fully executed. All reports shall be submitted electronically to the Grantor Contact listed in Exhibit C of the Agreement. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit C of the Agreement a minimum of twenty-four (24) hours prior to the submission date.

B. Monthly reports are due no later than 5:00 p.m. on: November 30, 2025; December 30, 2025, January 30, 2026; March 2, 2026; March 30, 2026; April 30, 2026; May 30, 2026; June 30, 2026; July 30, 2026; August 30, 2026; September 30, 2026; and October 30, 2026. The due dates are thirty (30) days after the conclusion of each month. Monthly reports shall consist of the following due dates for the entirety of the month listed: October

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2025 due November 30, 2025; November 2025 due December 30, 2025; December 2025 due January 30, 2026; January 2026 due March 2, 2026; February 2026 due March 30, 2026; March 2026 due April 30, 2026; April 2026 due May 30, 2026; May 2026 due June 30, 2026; June 2026 due July 30, 2026; July 2026 due August 30, 2026; August 2026 due September 30, 2026; September 2026 due October 30, 2026. All reports shall be submitted electronically to the Grantor Contact listed in Exhibit C of the Agreement. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit C of the Agreement a minimum of twenty-four (24) hours prior to the submission date.

III. Federal Obligations: The grants funding opportunities under NOFO 26-0343-010 may be funded both by the State of Illinois and National Highway Traffic Safety Administration (NHTSA). Therefore, the Grantee shall have an acceptable accounting system in existence capable of identifying the federal-related costs separately from their general operating costs. The Grantee shall also adhere to all Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, previously referred to as the Bipartisan Infrastructure Law (BIL)) rules and regulations under the criteria specific to their particular grant safety program. Any questions regarding the IIJA rules and regulations must be sent electronically to DOT.TSgrants@illinois.gov.

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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: **Kyle Baker**

Title: Safety Grant Administrator

Address: 2300 S. Dirksen Pkwy, Room 005

Springfield, IL 62764

GRANTEE CONTACT

Name: **Kelly Scimeca**

Title: Director, Office of Special Projects

Address: 2200 N Seminary Ave

Woodstock, IL 60098

GRANTEE PAYMENT ADDRESS
(if different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: **Steve Esslinger**

Title: Safety Projects Manager

Address: 2300 S. Dirksen Pkwy, Room 005

Phone: 217-524-1001

TTY#: N/A

Email Address: Steven.Esslinger@illinois.gov

GRANTEE CONTACT

Name: **Kelly Scimeca**

Title: Director, Office of Special Projects

Address: 2200 N Seminary Ave

Phone: 847-772-0046

TTY#: N/A

Email Address: kascimeca@22ndcircuit.illinoiscourts.g

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EXHIBIT D
PERFORMANCE MEASURES AND STANDARDS

I. The Grantee Shall:

A. Improve highway safety through the program as described on the project proposal of the application packet and requirements stated throughout the exhibits and Part Three of this Agreement.

B. Create targeted efforts to reduce fatalities and serious injuries for all of the related performance measures associated to this grant. These performance measures are:

1. Reduce recidivism among repeat DUI offenders by increasing the Grantor's DUI Court Program capacity by 20% by September 30, 2026.

II. Performance Standards shall include:

A. Increased program utilization and/or awareness as described in the NOFO.

B. Statistical analysis of data given by Grantee’s PPR and PFR to determine direct positive impacts on the safety program as described in the NOFO.

C. Timeliness of corrective actions will be determined on a case-by-case basis dependent on the urgency to which an issue needs to be addressed. This may be determined by the Grantor, the assigned Grantor Contact listed in Exhibit C of this Agreement, any authorized agent of the Grantor, a third party retained by the Grantor, or coordination between the Grantor and the Grantee.

D. Grant programs must be completed within the time frame of this Agreement.

E. The grantee must demonstrate integrity, honesty, and responsibility in the performance of all tasks.

F. The grantee must be flexible and be open to new and alternate ideas to reduce fatalities and serious injuries.

G. The Grantee shall generate and maintain invoices, implementation plan documents and materials and all other related documents including, but not limited to, email and mail correspondence in addition to other materials as listed in this Agreement.

H. The Grantee is not permitted to file advance pay requests, but may file accurate quarterly advance pay requests no sooner than thirty (30) days prior to the start of the quarter for which an advance is requested.

I. The Grantee shall file accurate documentation to be compliant with Exhibits B and E in this Agreement.

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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.

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.

These specific conditions, are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and any pertinent Merit Based Review process (if applicable).

Additional Reporting Requirements may also be found in Part TWO and Part THREE of this agreement.

The Grantee shall submit the Periodic Financial Report (PFR) on a regular basis as stated in Exhibit B of this Agreement.

Based on the risks below, the Grantee shall submit the PFR QUARTERLY.

I. Audit

Conditions:
Requires desk review of the status of implementation of corrective actions.

Corrective Action:
Address all audit findings giving priority to significant deficiencies and material weaknesses by implementation of the corrective action plan. Condition may be removed upon request when corrective action is complete.

PART TWO - GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

Audit. Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review

Ethics.

A. Code of Conduct

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

a. the employee, officer, board member, or agent;
b. any member of his or her immediate family;
c. his or her partner; or
d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest - The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

Dispute Resolution. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

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Procurement Procedures/Employment of Grantor Personnel

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than $10,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134), (currently set at $250,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for $250,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.320) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at $10,000 (or $2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. Procurement of Goods or Services - State Funds -- For purchases of products or services with any State of Illinois funds that cost more than $20,000.00, ($10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at $100,000.00 and $100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for $50,000.00 or more for goods and services and $20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

For Procurement of Goods or Services that cost less than $20,000.00, the Grantee shall comply with the following procurement standards:

($1- $1999, no Grantor Involvement)

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

($2,000- $4,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit C.
6. Award to the responsive bidder with the lowest price.

($5,000- $9,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit C.
6. Award to the responsive bidder with the lowest price.

($10,000-$19,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Identify registered small businesses in the applicable category.
4. Develop specifications to solicit quotes.
5. Email **ALL** identified small business vendors a request for quote (ipg.vendorreg.com)
6. Prepare or submit information to Grantor's point of contact in Exhibit C.
7. Obtain authorization from Grantor's point of contact provided on Exhibit C.
8. All applicable forms must be approved prior to awarding the contract.

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file Quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the reporting period after the 10/01/2025 effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending 11/30 (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as “Final Report” must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

The Grantee must submit the following other required reports: Please specify
In addition to the aforementioned reporting requirements, Grantee shall submit the following reports:

The Grantee must submit the final PPR and PFR no later than 30 days after the end of the federal fiscal year end date of 09/30/2026.

☒ **Renewal.** This Agreement may not be renewed.

N/A.

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:

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:

Funding Source: NHTSA 405d
Assistance Listing: 20.616
FAIN: 69A3752430000405DILM, 69A3752430SUP405DILM, 69A3752530000405DILM, 69A3752530SUP405DILM, 69A3752530000405DILM
Award Dates: 11/27/23, 1/16/24, 3/18/24, 4/30/24, 11/25/24, 02/05/25, 2/26/25, 05/14/25

I. If the GRANTOR is to pay a Third Party for grant related goods/services, GRANTEE will submit invoices, C-13 invoice voucher and/or a BoBS 650 Travel Voucher form along with required supporting documentation directly to the GRANTOR for payment. These documents shall be submitted to the GRANTOR for review and payment within 30 days of receipt. If the GRANTOR is to pay the GRANTEE directly for grant related goods/services GRANTEE will submit a BSPE 600 Highway Safety Claim (non-STEP) form, along with required supporting documentation to the GRANTOR within 30 days of the end of the service period being reimbursed. GRANTEE may request an extension of time to submit required invoices, C-13's, BoBS 650's or BSPE 600's along with supporting documentation. Extension requests must be submitted to the GRANTOR in writing. GRANTOR must provide GRANTEE with a written approval or denial of a time extension.

II. The GRANTEE shall submit final BSPE 600 forms or invoices for allowable expenditures along with all supporting documentation to the GRANTOR no later than 5:00 P.M. on Monday, November 2, 2026, for any grant-related expenditures that occurred from October 1, 2025 through September 30, 2026. If the GRANTEE cannot meet the Monday, November 2, 2026 deadline for submitting invoices or BSPE 600 forms, the GRANTEE may request a time extension for submitting these documents. Any time extension will be limited in duration to ensure the GRANTOR is able to request federal reimbursement.

III. Should the GRANTEE use third-party vendors for work related to this Agreement, the GRANTEE must submit to the GRANTOR the following documents, if applicable, as soon as they are available: Third-Party Vendor TIN Certification; any contract between the GRANTEE and third-party vendor, including Certs and Assurances and/or Forms A and B, any Purchase Orders if applicable; any COD form related to that contract between the GRANTEE and third-party vendor; and a W-9 if the vendor is not certified in SAMS. GRANTEE may need to provide other documentation not listed if requested by the Illinois Office of the Comptroller in order to establish an obligation.

Any invoices received by the GRANTEE pursuant to this Agreement shall be sent electronically to: DOT.BSPE.Claims@illinois.gov.

IV. All BoBS 650, C-13 invoice vouchers and GRANTEE Payroll schedules shall be signed by an authorized representative of the GRANTEE and include the following:

A. The Appropriation Number;
B. Vendor Name, Address and FEIN;
C. Any vendor invoices including backup documentation;
D. For any items purchased, the goods ordered and goods received dates; and
E. The following Certification Statement as required by Section 4.9 of this Agreement:

By signing this report, invoice, and/or payment request, 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, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

V. Review and Approval

A. Upon submittal of a BoBS 650, C-13, or GRANTEE Payroll Schedule, the GRANTOR'S representative reviews and checks:

1. Mathematical accuracy of the voucher.
2. That invoice requested for payment is consistent with items included in the approved budget.
3. That total amount requested for payment is proportional to total amount budgeted.
4. That expenditures for each line item are less than or equal to the budgeted amounts.5. Completion of the work.

B. Failure to provide a complete invoice packet may delay or prevent payment. If there are problems with the claim, the GRANTOR'S representative will contact the GRANTEE to resolve the issue so that payment can be made, assuming it is appropriate. This may include submission of a new or corrected invoice by the GRANTEE.

C. The GRANTOR'S representative will review and approve or reject the invoice within thirty (30) days of the GRANTEE submittal. If rejected, the invoice will not be processed for payment until any revisions are approved by the GRANTEE.

D. Once an invoice is approved for payment, the GRANTOR'S Finance Unit processes the invoice for payment by the Comptroller.

E. Once approved, the Comptroller forwards payment either via Electronic Fund Transfer (EFT) or by mailing a check to the vendor.

VI. Executive Orders and Conditions.

The order entered on June 19, 2025, in California v. U.S. Dep't of Transp., No. 1:25 cv 208 (D.R.I. filed May 13, 2025), prohibits the imposition and enforcement of the Immigration Condition on federal funding as to any Plaintiff State, which includes Illinois, and any subdivision or instrumentality thereof. Submission of any grant applications or awarding of grant funds is not to be construed as a certification to the Immigration Condition nor should it be construed as a waiver of any right by the Illinois Department of Transportation. Therefore, the Immigration Condition is not enforceable upon the Grantee for the receipt and expenditure of these grant funds.

There is on-going litigation regarding many of the Executive Orders issued in 2025, including court orders enjoining the use of the Executive Orders as grant conditions and the Executive Orders' enforcement. Many of the Executive Orders and conditions are vague and use undefined terminology. To the best of its understanding, the Grantor complies with federal laws applicable to the grant program, and its use of grant funds and performance of Grantee obligations complies with lawful grant conditions and conditions not subject to litigation. The Grantor has not and cannot certify that compliance with the 2025 Executive Orders is material to any payment decisions for the purposes of False Claims Act liability and understands the Grantee may not make

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such certifications. Notwithstanding, the Grantee shall not operate any discriminatory or illegal programs.

VII. The GRANTEE shall abide by any and all applicable conditions and requirements set forth by NHTSA, subject to the assertions set forth in the preceding Section, including, but not limited to the following:

A. GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

1. 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
2. Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
3. 2 3 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
4. 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
5. 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

C. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
    - Unique entity identifier (generated by SAM.gov);
- The names and total compensation of the five most highly compensated officers of the entity if:
  (i) the entity in the preceding fiscal year received—
    (I) 80 percent or more of its annual gross revenues in Federal awards;
    (II) $25,000,000 or more in annual gross revenues from Federal awards; and
  (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the
- Other relevant information specified by OMB guidance.

D. NONDISCRIMINATION
(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing

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regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
8. The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

E. GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

F. SPECIFIC ASSURANCES

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More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   "The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
   a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, subgrantees,

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contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

G. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

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rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

H. POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

I. CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

J. RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption

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of a specific pending legislative proposal.

K. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

1. INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

a. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
d. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
e. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
f. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
g. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals,

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as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

L. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

a. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    ii. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    iv. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

b. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

M. INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the

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person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

N. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

O. BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

P. CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

1. GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

a. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    i. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    ii. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
b. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

2. DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

a. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
b. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the

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award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

c. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

Q. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

R. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

S. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

T. SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the annual grant application in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.

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2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or on behalf of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and on behalf of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
4. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. (23 U.S.C. 402(b)(1)(E))
6. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
    - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to—
        - o Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
        - o Increase use of seat belts by occupants of motor vehicles;
    - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
    - An annual statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
    - Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
    - Coordination of triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a); and
    - Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands
7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j)).
8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (23 U.S.C. 402(c)(4)).

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois Department of Transportation- Bureau of Safety Programs and Engineering

Organization Name: County of McHenry

Notice of Funding Opportunity (NOFO) Number: 26-0343-10

Unique Entity Identifier (UEI) Number: DAJDARNBA5Y8

Catalog of State Financial Assistance (CSFA) Number: 494-10-0343

CSFA Short Description: State & Comm. Hwy. Safety/Ntl. Priority Safety Programs

Section A: State of Illinois Funds

Fiscal Year: FFY26

REVENUES			**Total Revenue**
State of Illinois Grant Requested		$	181,473.73
Budget Expenditure Categories	**OMB Uniform Guidance Federal Awards Reference 2 CFR 200**		**Total Expenditures**
1. Personnel (Salary and Wages)	200.430	$	106,127.00
2. Fringe Benefits	200.431	$	40,161.38
3. Travel	200.474	$	9,991.20
4. Equipment	200.439	$	2,120.68
5. Supplies	200.94	$	6,673.47
6. Contractual Services and Subawards	200.318 & 200.92	$	11,400.00
7. Consultant (Professional Service)	200.459	$	
8. Construction		$	
9. Occupancy (Rent and Utilities)	200.465	$	
10. Research and Development (R&D)	200.87	$	
11. Telecommunications		$	
12. Training and Education	200.472	$	5,000.00
13. Direct Administrative Costs	200.413 (c)	$	
14. Miscellaneous Costs		$	
15. A. Grant Exclusive Line Item(s)		$	
15. B. Grant Exclusive Line Item(s)			
16. Total Direct Costs (add lines 1-15)	200.413	$	181,473.73
17. Total Indirect Costs	200.414	$	
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) **MUST EQUAL REVENUE TOTALS ABOVE**		$	181,473.73

Instructions found at end of document.

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: County of McHenry NOFO Number: 26-0343-10

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

☐ 1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
b. Elect to use the de minimis rate of 15% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

☐ 2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

☐ 2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

☐ 3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State or Illinois and elects to charge the de minimis rate of 15% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

☐ 4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

- ☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
- ☐ complies with other statutory policies.

The Restricted Indirect Cost Rate is: _____ %

☒ 5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: _____ To: _____ Approving Federal or State Agency: _____

Indirect Cost Rate: _____ % The Distribution Base Is: _____

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State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: County of McHenry

NOFO Number: 26-0343-10

Section B: Non-State of Illinois Funds

Fiscal Year: FFY26

REVENUES			Total Revenue
Grantee Match Requirement %:	(Agency to Populate)		
b) Cash		$	
c) Non-Cash		$	
d) other Funding and Contributions		$	
Total Non-State Funds (lined b through d)		$	

Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salaries and Wages)	200.430	$	
2. Fringe Benefits	200.431	$	
3. Travel	200.474	$	
4. Equipment	200.439	$	
5. Supplies	200.94	$	
6. Contractual Services and Subawards	200.318 & 200.92	$	
7. Consultant (Professional Services)	200.459	$	
8. Construction		$	
9. Occupancy (Rent and Utilities)	200.465	$	
10. Research and Development (R&D(	200.87	$	
11. Telecommunications		$	
12. Training and Education	200.472	$	
13. Direct Administrative Costs	200.413 (c)	$	
14. Miscellaneous Costs		$	
15. A. Grant Exclusive Line Item(s)		$	
15. B. Grant Exclusive Line Item(s)		$	
16. Total Direct Costs (add lines 1-15)	200.413	$	
17. Total indirect Costs	200.414	$	
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) **MUST EQUAL REVENUE TOTALS ABOVE**		$	

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State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: County of McHenry
NOFO Number: 26-0343-10
UEI Number : DAJDARNBA5Y8
Fiscal Year: FFY26
Catalog of State Financial Assistance (CSFA) Number: 494-10-0343
CSFA Short Description: State & Comm. Hwy. Safety/Ntl. Priority Safety Programs

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

County of McHenry	County of McHenry
Institution/Organization Name:	Institution/Organization Name:
Chief Financial Officer	County Administrator
Title (Chief Financial Officer or equivalent):	Title (Executive Director or equivalent):
Kerri Wisz	Peter Austin
Printed Name (Chief Financial Officer or equivalent):	Printed Name (Executive Director or equivalent):
Signed by: Kerri Wisz	Signed by: Peter Austin
Signature (Chief Financial Officer or equivalent):	Signature (Executive Director or equivalent):
12/02/25 | 11:14 AM CST	12/02/25 | 8:25 AM CST
Date of Execution (Chief Financial Officer):	Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

FFATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive $30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable:			
Sub-recipient UEI: DAJDARNBA5Y8		Sub-recipient Parent Company UEI:	
Sub-recipient Name:			
Sub-recipient DBA Name: McHenry County			
Sub-recipient Street Address: 2200 North Seminary Ave.			
City: Woodstock	State: IL	Zip-Code: 60098	Congressional District:
Sub-recipient Principal Place of Performance:			
City:	State:	Zip-Code:	Congressional District:

Contract Number (if known):	Award Amount:	Project Period: From:	Project Period: To:
HS-26-0350	$181,473.73	Oct 1, 2025	Sep 30, 2026

State of Illinois Awarding Agency and Project Detail Description:

DUI Court

Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) $25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes ☐ If Yes, must answer Q2 below. No ☒ If No, you are not required to provide data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes ☒ No ☐ If No, you must provide the data. Please fill out the rest of this form.

Please provide names and total compensation of the top five officials:

Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

1). Personnel (Salaries and Wages) (*2 CFR 200.430*)

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project . Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
Clinician 1	DUI Court Clinician	$33.60	Hourly	100 %	1,950	$65,527.00	Add Delete
Intern 1	DUI Court Intern	$16.00	Hourly	100 %	975	$15,600.00	Add Delete
Clinician 2	DUI Court Clinician	$25.64	Hourly	100 %	975	$25,000.00	Add Delete
					State Total	$106,127.00	
				%			Add Delete
					NON-State Total		
					Total Personnel	$106,127.00	

Personnel Narrative (State):
DUI Court Clinician: 1 Is responsible to provide services to adults in the McHenry County Specialty Courts including assessment, diagnostic, individual and group therapy, collaboration with treatment providers, and case management. 1. Engage and support clients who have histories of non-compliance with behavioral health treatment recommendations. 2. Provide comprehensive biopsychosocial assessments of candidates for Mental Health and Drug Court programs 3. Consult with probation, court and community provider staff as needed 4. Develop, with client's input, a plan of care to address identified treatment needs and functional deficits. 5. Provide individual and group therapy services 6. Implement treatment plans by linking participants to addiction, mental health, social, vocational, educational and/or other community resources 7. Maintain clear, concise and timely records of client progress and movement within the court and service providers system 8. Assist in the collection of data required by the court and behavioral health systems 9. Maintain clear, concise documentation required by regulatory and funding entities 10. Maintain case management activities for all cases, i.e., attend staffings, make referrals to other services, coordinate hospitalization plans and reintegration plans, etc. B. Is responsible to develop and maintain positive relationships with referral sources and other community agencies. This may include but is not limited to: 1. Seek client's permission to keep referral source and other involved agencies regularly updated on the progress and involved in further planning 2. Participate in promoting the Specialty Courts through community contacts by the use of free seminars, community presentations, informational training sessions with local police departments etc. C. Maintain services of high quality through ongoing participation in the following: 1. Regular clinical supervision 2. Clinical consultations and weekly staffing.
DUI Court Intern:
We are seeking a part-time intern to assist with data collection and data entry in support of our program evaluation efforts. This position will be paid at minimum wage

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

1). Personnel (Salaries and Wages) (*2 CFR 200.430*)

and is expected to last for one year, with multiple individuals serving at different times throughout the year. The intern will play a crucial role in gathering and organizing data, ensuring that our evaluation process is efficient and effective in measuring the impact of our programs.

DUI Court Clinician: 1 Is responsible to provide services to adults in the McHenry County Specialty Courts including assessment, diagnostic, individual and group therapy, collaboration with treatment providers, and case management. 1. Engage and support clients who have histories of non-compliance with behavioral health treatment recommendations. 2. Provide comprehensive biopsychosocial assessments of candidates for Mental Health and Drug Court programs 3. Consult with probation, court and community provider staff as needed 4. Develop, with client's input, a plan of care to address identified treatment needs and functional deficits. 5. Provide individual and group therapy services 6. Implement treatment plans by linking participants to addiction, mental health, social, vocational, educational and/or other community resources 7. Maintain clear, concise and timely records of client progress and movement within the court and service providers system 8. Assist in the collection of data required by the court and behavioral health systems 9. Maintain clear, concise documentation required by regulatory and funding entities 10. Maintain case management activities for all cases, i.e., attend staffings, make referrals to other services, coordinate hospitalization plans and reintegration plans, etc. B. Is responsible to develop and maintain positive relationships with referral sources and other community agencies. This may include but is not limited to: 1. Seek client's permission to keep referral source and other involved agencies regularly updated on the progress and involved in further planning 2. Participate in promoting the Specialty Courts through community contacts by the use of free seminars, community presentations, informational training sessions with local police departments etc. C. Maintain services of high quality through ongoing participation in the following: 1. Regular clinical supervision 2. Clinical consultations and weekly staffing. Only partial coverage was needed for other DUI Clinician's salary.

Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

2). Fringe Benefits *(2 CFR 200.431)*

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows
Clinician 1	DUI Court Clinician	$65,527.00	61.29 %	$40,161.38	Add Delete
			State Total	$40,161.38	
			%		Add Delete
			Non-State Total		
			Total Fringe Benefits	$40,161.38	

Fringe Benefits Narrative (State):
The fringe rate was calculated at Social Security (6.20%), Medicare (1 .45%), 401 K (6.65%). Health benefits were added to fringe benefits category, calculated at (46.98982%). The health benefits are calculated using the employee plus family rates for health and dental (29,489.20+1,301.82).

Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

3). Travel *(2 CFR 200.474)*

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
Travel to Local Police Departments	TBD	$21.00	mileage	12	3	$756.00	Add Delete
Rise26 Conference Meals	Nashville	$86.00	Meal	6	3	$1,548.00	Add Delete
Rise25 Conference Hotel	Nashville	$217.00	Hotel	4	4	$3,472.00	Add Delete
Rise26 Conference Flight	Nashville	$300.00	Flight	4	1	$1,200.00	Add Delete
ILAPSC Conference Meals	TBD	$68.00	Meal	6	2	$816.00	Add Delete
ILAPSC Conference Hotel	TBD	$110.00	Hotel	4	3	$1,320.00	Add Delete
ILAPSC Conference Travel	TBD	$0.70	Mileage	1,256	1	$879.20	Add Delete
					State Total	$9,991.20	
							Add Delete
					NON-State Total		
					Total Travel	$9,991.20	

Travel Narrative (State):
The travel to local law enforcement locations will help promote Specialty Courts through training sessions that will encourage referrals. The mileage was calculated using 30 miles for the distance to and from the police department at a cost of $.70 for each mile (IRS Travel Rate). Each police department would receive a minimum of 3 training sessions, one for each shift. Lastly one police department would be visited per month (((30x.70)X3)x12).

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

3). Travel *(2 CFR 200.474)*

The flight, hotel, meal and travel to Rise26 Conference is to provide training information from public health/safety officials to increase treatment for individuals with substance use and mental health disorders that are within the justice system. At this time the location for the Rise26 Conference is unknown at this time. The cost for a flight is approximately $300. The hotel cost was calculated by the standard per diem rate for hotels at $217 per night. The total nights spent are four nights ($217X4). The per diem for standard meals is $5 for IE, $22 for breakfast, $23 for lunch and $36 for dinner totaling $86 per day. The total meal cost for three full days is $258 ($86X3). The total meal cost for the first and last day is $64.50 of the per diem date equaling $129 total. The travel from the Courthouse to the airport (there and back) and from the airport to the hotel/meals/conference (there and back) from Uber is approximately $300. These totals were for each individual. The 2 DUI Court Clinicians, State's Attorney and Public Defender are requested to attend so there are a quantity of 4. The travel to the ILAPSC (Illinois Association of Problem-Solving Courts) is to provide additional knowledge, support, coaching, and growth to Problem-Solving Courts. The ILAPSC mileage was calculated using the IRS Travel Rate of $.70 and the miles to and from the conference. The ILAPSC hotel cost was calculated by the per diem rate for Illinois for hotels are $110 per night for 3 nights.The ILAPSC per diem meals were $51 for the first and last day of travel. The other two days are at a rate of $68 per pay. These totals were for each individual. The 2 DUI Court Clinicians, State's Attorney and Public Defender are requested to attend so there are a quantity of 4.
Travel Narrative (Non-State): (i.e..e "Match" of "Other Funding)

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

4). Equipment *(2 CFR 200.439)*

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $10,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than $10,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows
HP ZBook Firefly G10 16"	1	$2,120.68	$2,120.68	Add / Delete
		State Total	$2,120.68	
				Add / Delete
		Non-State Total		
		Total Equipment	$2,120.68	

Equipment Narrative (State):
The computer generally purchased is the HP ZBook Firefly G11 16" Mobile Workstation - WUXGA - Inter Core Ultra 7 155H - 16 GB - 512 GB SSD - English Keyboard. The computer will be used as an essential tool for the AOT Clinicians (1 FTE) day to day work functions. The computer will be used to house client information, communication between staff/clients/ physicans, and overall functions of the position. This computer would be a one time purchase only to be used by AOT Team.

Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

5). Supplies *(2 CFR 200.94)*

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows
Office Supplies	1	$5,000.00	$5,000.00	Add Delete
Microsoft Office 365 Advanced Threat Protection - subs	1	$55.99	$55.99	Add Delete
Microsoft M365 G3 Unified FUSL GCC Subscription Lic	1	$439.99	$439.99	Add Delete
Computer Monitors	2	$189.00	$378.00	Add Delete
Equipment Protection	1	$216.99	$216.99	Add Delete
Phone License	1	$50.90	$50.90	Add Delete
Desktop phone	1	$86.67	$86.67	Add Delete
Printer	1	$209.95	$209.95	Add Delete
Docking Station	1	$213.99	$213.99	Add Delete
Keyboard Mouse	1	$20.99	$20.99	Add Delete
		State Total	$6,673.47	
				Add Delete
		Non-State Total		
		Total Supplies	$6,673.47	

Supplies Narrative (State):
The general office supplies are for the daily administrative needs of the DUI Court Clinician to support the program. This can include but is not limited to office supplies and training books.

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

5). Supplies *(2 CFR 200.94)*

The 1 Microsoft Office 365 Advanced Threat Protection - subscription license - and 1 Microsoft M365 G3 Unified FUSL GCC Subscription License Per User licenses are required in order to operate the computer at the county. This license would be used for the AOT Clinician (1 FTE). This purchase would be a one time payment. This license would be a one time purchase only to be used by the AOT Team.

The additional items such as a mouse, docking station, and monitors are also included to ensure the laptop can be used in its full capacity in a desk setting.

The desktop phone and phone license is to ensure calls can be made even when cell phone coverage is limited.

Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

6). Contractual Services *(2 CFR 200.318)* & **Subawards** *(200.92)*

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of $150,000 (See 2 CFR 200.88). NOTE : this budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost	Add/Delete Rows
Provider for clients without insurance	$11,400.00	Add Delete
State Total	$11,400.00	
		Add Delete
Non-State Total		
Total Contractual Services	$11,400.00	

Contractual Services Narrative (State):

Funds utilized to assist participants in paying for treatments services that do not have insurance.

Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

7). Consultant Services and Expenses *(2 CFR 200.459)*

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. **Consultant Expenses:** List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant--Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
						Add Delete
			State Total			
						Add Delete
			NON-State Total			
			Total Consultant Services (Fees)			

Consultant Services Narrative (State):

Consultant Services Narrative (Non-State):

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
							Add Delete
				State Total			
							Add Delete
				NON-State Total			
				Total Consultant Expenses			

Consultant Expenses Narrative (State):

Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows
			Add / Delete
State Total			
			Add / Delete
Non-State Total			
Total Construction			

Construction Narrative (State):
Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

9). Occupancy - Rent and Utilities *(2 CFR 200.465)*

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE**: This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
						Add / Delete
				State Total		
						Add / Delete
				NON-State Total		
				Total Occupancy - Rent and Utilities		

Occupancy - Rent and Utilities Narrative (State):
Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

10). Research & Development (R&D) *(2 CFR 200.87)*

Definition: All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Research and Development Cost	Add/Delete Rows
			Add Delete
State Total			
			Add Delete
Non-State Total			
Total Research and Development			

Research and Development Narrative (State):

Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

11). Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row
						Add Delete
				State Total		
						Add Delete
				NON-State Total		
				Total Telecommunications		

Telecommunications Narrative (State):

Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

12). Training and Education *(2 CFR 200.472)*

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
Rise25 Conference Dues	4	Dues	$60.00	1	$240.00	Add Delete
LAPSC Conference Registration	4	Registration	$795.00	1	$3,180.00	Add Delete
Rise25 Conference Registration	4	Registration	$395.00	1	$1,580.00	Add Delete
				State Total	$5,000.00	
						Add Delete
				NON-State Total		
				Total Training and Education	$5,000.00	

Training and Education Narrative (State):
The dues and registration to the Rise25 Conference covers the clinician for the training information from public health/safety officials to increase treatment for individuals with substance use and mental health disorders that are within the justice system. The registration for the ILAPSC (Illinois Association of Problem-Solving Courts) covers the clinician to receive additional knowledge, support, coaching, and growth to Problem-Solving Courts. All training related costs were calculated using the current costs for 2024.

Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

13). Direct Administrative Costs *(2 CFR 200.413 (c))*

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
				%			Add Delete
					State Total		
				%			Add Delete
					NON-State Total		
					Total Direct Administrative Costs		

Direct Administrative Costs Narrative (State):
Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

14). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g.. Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
						Add / Delete
				State Total		
						Add / Delete
				NON-State Total		
				Total Other or Miscellaneous Costs		

Other or Miscellaneous Costs Narrative (State):

Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

15). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description: _____

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
						Add / Delete
				State Total		
						Add / Delete
				NON-State Total		
				Total Grant Exclusive Line Item		

Grant Exclusive Line Item Narrative (State):

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

Add New Grant Exclusive Line Item | Delete Grant Exclusive Line Item

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

16). Indirect Cost *(2 CFR 200.414)*

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost	Add/Delete Rows
			$0.00	Add Delete
		State Total	$0.00	
			$0.00	Add Delete
		Non-State Total	$0.00	
		Total Indirect Costs	$0.00	

Indirect Costs Narrative (State):

Indirect Costs Narrative (Non-State):

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel	$106,127.00		$106,127.00
2. Fringe Benefits	$40,161.38		$40,161.38
3. Travel	$9,991.20		$9,991.20
4. Equipment	$2,120.68		$2,120.68
5. Supplies	$6,673.47		$6,673.47
6. Contractual Services	$11,400.00		$11,400.00
7. Consultant (Professional Services)			
8. Construction			
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education	$5,000.00		$5,000.00
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs	$0.00	0.00	$0.00
State Request	$181,473.73		
Non-State Amount			
TOTAL PROJECT COSTS			$181,473.73

Docusign Envelope ID: 46E312B5-811B-4599-BBDA-8E5DC20F62BA

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: County of McHenry

Notice of Funding Opportunity (NOFO) Number: 26-0343-10

UEI Number : DAJDARNBA5Y8

Catalog of State Financial Assistance (CSFA) Number: 494-10-0343

CSFA Short Description: State & Comm. Hwy. Safety/Ntl. Priority Safety Programs

Fiscal Year(s): FFY26

Initial Budget Request Amount: $190,073.73

Prior Written Approval for Expense Line Item:

Statutory Limits or Restrictions:

Checklist:

Final Budget Amount Approved: $181,473.73

Sarah Moore	DocuSigned by: Sarah Moore 4C40449CFC29433...	12/02/25 | 12:10 PM CST
Program Approval Name	Program Approval Signature	Date
Allison Conn	Signed by: Allison Conn 1922F5A4703405...	12/02/25 | 11:17 AM CST
Fiscal & Administrative Approval Name	Fiscal & Administrative Approval Signature	Date

Budget Revision Approved:

Program Approval Name	Program Approval Signature	Date
Fiscal & Administrative Approval Signature	Fiscal & Administrative Approval Signature	Date

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

RESOLUTION - SUPERMAJORITY

Resolution Authorizing Acceptance of $10,000 in Grant Funding for the 22nd Judicial Circuit Office of Special Projects and an Emergency Appropriation to the FY2026 Budget (42)

WHEREAS, the 22nd Judicial Circuit, through its Office of Special Projects, administers Specialty Court programs including Adult Drug Court, DUI Court, Mental Health Court, and Assisted Out-Patient Treatment Programs, which provide structured, treatment-oriented alternatives for justice-involved individuals with substance use disorders, mental health needs, and related behavioral health challenges; and

WHEREAS, the 22nd Judicial Circuit identified a need to further enhance rehabilitative services and community education through evidence-informed and trauma-responsive interventions designed to improve coping skills, emotional regulation, self-efficacy, and public awareness of available problem-solving court resources; and

WHEREAS, a grant application submitted to Northwestern Medicine on behalf of the 22nd Judicial Circuit outlined proposed funding to support therapeutic and educational initiatives, including art therapy and equine-assisted learning; and

WHEREAS, these services are intended to address significant community health needs, including behavioral health and substance use disorder, while also promoting violence prevention, community safety, reduced recidivism, and improved long-term outcomes for program participants; and

WHEREAS, acceptance of outside grant funding in the amount of Ten Thousand Dollars ($10,000) will assist the 22nd Judicial Circuit in expanding and strengthening these Specialty Court initiatives without placing the full financial burden on local resources; and

WHEREAS, the Chief Circuit Judge and Trial Court Administrator support the acceptance of said grant funding which supports the ongoing mission of the 22nd Judicial Circuit to address underlying causes of justice involvement and improve public safety through effective court-based intervention; and

WHEREAS, an emergency appropriation is necessary for the FY26 Budget to the following line items:

	Main Account	Department	Division	Fund	Amount
Revenue	096325 (Private Foundation & Corporate Grants)	42	4200	376	$10,000.00
Expense	480900 (Client Services)	42	4200	376	$10,000.00

NOW, THEREFORE BE IT RESOLVED, by the McHenry County Board that the County hereby authorizes the acceptance of grant funding in the amount of $10,000 for the benefit of the 22nd Judicial Circuit Office of Special Projects to support Specialty Court programming and related educational and rehabilitative project activities; and

BE IT FURTHER RESOLVED, that an emergency appropriation is hereby approved for the FY26 Budget to the following line items:

	Main Account	Department	Division	Fund	Amount
Revenue	096325 (Private Foundation & Corporate Grants)	42	4200	376	$10,000.00
Expense	480900 (Client Services)	42	4200	376	$10,000.00

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the Chief Judge, Trial Court Administrator, Assistant County Administrator, the Chief Financial Officer, Director of Special Projects and the County Administrator.

DATED at Woodstock, Illinois, this 21 day of April, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Authorizing Acceptance of $10,000 in Grant Funding for the 22nd Judicial Circuit Office of Special Projects and an Emergency Appropriation to the FY2026 Budget (42)

Board / Committee Action Requested:

Approve a resolution authorizing the acceptance of a grant award from Northwestern Medicine in the amount of $10,000.00.

Background and Discussion:

The 22nd Judicial Circuit, through its Office of Special Projects, operates the Specialty Court programs, Drug Court, DUI Court, Mental Health Court, and Assisted Outpatient Treatment, that provide structured, treatment-oriented interventions for individuals whose justice involvement is closely connected to mental health conditions, substance use disorders, and other behavioral health needs. These programs use an interdisciplinary team approach and are intended to address the underlying causes of court involvement while improving compliance, stability, and public safety.

The Circuit submitted a community grant application to Northwestern Medicine seeking support for enhanced rehabilitative programming related to Specialty Courts. The proposal identified three project components: trauma-informed art therapy services, equine-assisted learning opportunities, and the development of an updated educational video to better inform defendants, families, and the public about available rehabilitative options during court proceedings.

A grant award of $10,000 has now been made available to support the art therapy and equine-assisted learning. Acceptance of the award will allow the 22nd Judicial Circuit to strengthen Specialty Court programming of court-based rehabilitative services without placing the full cost of the project on local resources. Approval of this resolution authorizes acceptance and administration of the $10,000 award.

Impact on Human Resources:

None.

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

CourtAdmin-2026-009

An Emergency Appropriation is needed for Court Administrations FY26 budget as follows:

	Main Account	Department	Division	Fund	Amount
Revenue	096325 (Private Foundation & Corporate Grants)	42	4200	376	$10,000.00
Expense	480900 (Client Services)	42	4200	376	$10,000.00

Position Reclassification or Regrade, please address the following:

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:

Yes.

Courtney Knopp

From: Kelly Scimeca
Sent: Tuesday, March 24, 2026 8:25 AM
To: Courtney Knopp
Subject: FW: Community Donation Funding Request Follow-up - 22nd Judicial Circuit of McHenry County, Illinois

This is for the Northwestern Grant.

From: Dohnalik, Margaret <Margaret.Dohnalik@nm.org>
Sent: Thursday, March 12, 2026 5:01 PM
To: Kelly Scimeca <KAScimeca@22ndcircuitil.gov>
Cc: Roznowski, Dawn <Dawn.Roznowski@nm.org>; Azu-Popow, Lisa <lazu@nm.org>; Mazeika-Myre, Lori <Lori.Mazeika@nm.org>; Anderson, Michele <michele.anderson@nm.org>; Arriola, Natalie <natalie.arriola@nm.org>
Subject: [EXTERNAL] Community Donation Funding Request Follow-up - 22nd Judicial Circuit of McHenry County, Illinois

Kelly,

Funding to support the 22nd Judicial Circuit of McHenry County, Illinois has been approved in the amount of $10,000.

A payment request has now been submitted with our Accounts Payable department. A check will be mailed to the address provided on your application and W-9.

It may take up to 45 days for receipt of the check, although it will likely be closer to 3 weeks or so. If you do not receive your payment within that timeframe, please contact our Accounts Payable department directly at AccountsPayable2@nm.org.

Once the funding has been received, we would ask that you send confirmation by completing the attached funding receipt and emailing it to me.

If you have any questions, please let me know.

Best regards,
Margaret

Margaret Dohnalik
(she/her/hers)
Community Support Specialist
Community Health
Northwestern Memorial HealthCare

1 Kish Hospital Drive
DeKalb, IL 60115
815.981.7403 office
815.981.7520 fax

Margaret.Dohnalik@nm.org
nm.org

Northw

Northwestern Medicine is anchored by Northwestern Memorial Hospital, with eight specialties ranked in the top 10 in the nation by *U.S. News & World Report*, 2025 – 2026.

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If you have any questions about the legitimacy of this email, please call the helpdesk at extension 4828.

CAUTION: This email originated from outside of the County network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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If you have any questions about the legitimacy of this email, please call the helpdesk at extension 4828.

Resolution Establishing Interpreter Classification and Compensation Based on Administrative Office of the Illinois Courts (AOIC) Interpreter Classification Status (42)

WHEREAS, the 22nd Judicial Circuit Court of McHenry County utilizes three (3) Spanish speaking court interpreters to ensure meaningful access to court proceedings for individuals who are not proficient in the English language; and

WHEREAS, interpreter services are governed by standards established by the Illinois Supreme Court and the Administrative Office of the Illinois Courts Language Access Program, which recognize increasing levels of professional proficiency through interpreter registration and certification status; and

WHEREAS, the responsibilities and professional expectations associated with court interpreter positions vary based upon credential status, including basic qualification, registered interpreter status, certified interpreter status, and supervisory responsibilities; and

WHEREAS, Court Administration completed a Comprehensive Position Questionnaire provided by the Archer Company evaluating the duties, responsibilities, and professional requirements associated with Spanish interpreter positions within the 22nd Judicial Circuit; and

WHEREAS, that evaluation supports the establishment of a structured interpreter classification system reflecting increasing levels of professional qualification, certification, and supervisory responsibility; and

WHEREAS, establishing a multi‑tier interpreter classification system will promote professional development, align interpreter positions with statewide and national credentialing standards, and provide a clear framework for advancement as interpreters obtain higher levels of qualification; and

WHEREAS, the proposed interpreter classification structure consists of the following levels:

Grade 5	Interpreter I	Non Registered / Non Certified
Grade 6	Interpreter II	Registered
Grade 7	Interpreter III	Certified
Grade 8	Interpreter IV	Interpreter Supervisor

WHEREAS, interpreters employed by the 22nd Judicial Circuit shall advance through these classifications upon successful completion of registration, certification, or appointment to Interpreter Supervisor status; and

WHEREAS, movement between interpreter classifications shall occur upon verification of credential status and shall be applied retroactively to the date the registration, certification, or promotion is granted; and

WHEREAS, upon Registered status, an Interpreter I shall move to the bottom of Grade 6, with a minimum increase of 6%; and

WHEREAS, upon Certified Status, and Interpreter II shall move to the bottom of Grade 7, with a minimum increase of 10%, and

WHEREAS, upon promotion, the Interpreter Supervisor shall move to the bottom of Grade 8, with a minimum increase of 6%; and

WHEREAS, the McHenry County Human Resources Department shall verify credential status and place interpreters into the appropriate classification and pay grade; and

WHEREAS, this classification structure is supported by the Chief Circuit Judge and the Trial Court Administrator and is intended to ensure that interpreter compensation appropriately reflects professional qualifications and responsibilities.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby authorizes the following interpreter classification structure within Court Administration for the 22nd Judicial Circuit:

Grade 5	Interpreter I	Non Registered / Non Certified
Grade 6	Interpreter II	Registered
Grade 7	Interpreter III	Certified
Grade 8	Interpreter IV	Interpreter Supervisor

BE IT FURTHER RESOLVED, upon Registered status, an Interpreter I shall move to the bottom of Grade 6, with a minimum increase of 6%; and

BE IT FURTHER RESOLVED, upon Certified Status, and Interpreter II shall move to the bottom of Grade 7, with a minimum increase of 10%, and

BE IT FURTHER RESOLVED, upon promotion, the Interpreter Supervisor shall move to the bottom of Grade 8, with a minimum increase of 6%; and

BE IT FURTHER RESOLVED, that the McHenry County Human Resources Department is authorized to place current interpreters into the appropriate pay grade upon verification of credential status and apply such classification changes retroactively to the date the registration, certification, or promotion was granted; and

BE IT FURTHER RESOLVED, that once this classification structure is established, no further action of the McHenry County Board shall be required for individual employee movements between interpreter classifications; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the Chief Circuit Judge, Trial Court Administrator, Deputy Court Administrator, Chief Financial Officer, Director of Human Resources, and the County Administrator.

DATED at Woodstock, Illinois, this 21 day of April, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

RESOLUTION

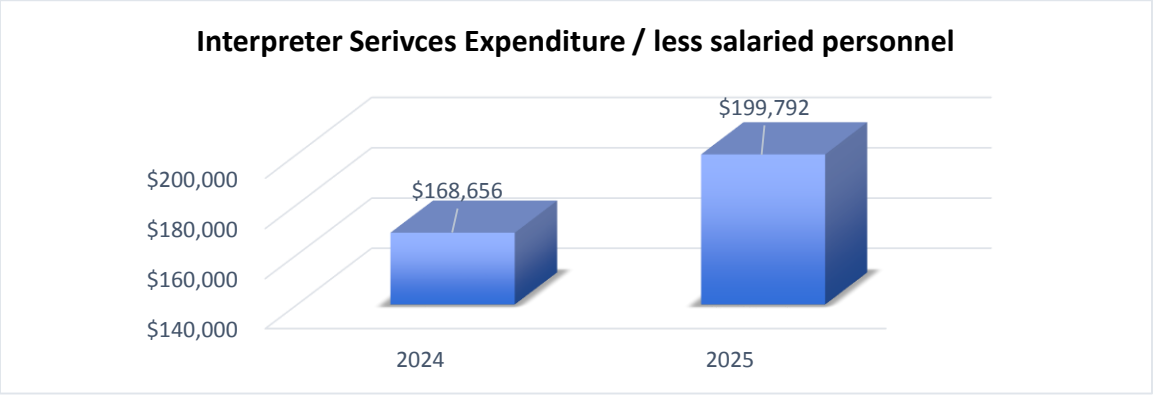
SUBJECT: Resolution Establishing Interpreter Classification and Compensation Based on Administrative Office of the Illinois Courts (AOIC) Interpreter Classification Status (42)

Board / Committee Action Requested:
Establish an Interpreter Classification and Compensation System based on the AOIC Interpreter Classification Status.

Background and Discussion:
The 22nd Judicial Circuit Court provides interpreter services to ensure that individuals with limited English proficiency can fully understand and participate in court proceedings. Presently the Court employs 3 full time Spanish court interpreters.

Accurate interpretation is essential to protecting due process, maintaining the integrity of the court record, and ensuring that all parties receive equal access to the judicial system regardless of language barriers. Court interpreters serve as neutral language professionals who provide complete and impartial interpretation of courtroom communication so that litigants, attorneys, judges, and court employees can communicate effectively during proceedings.

Interpreter services are governed by standards established through the Illinois Supreme Court and the Administrative Office of the Illinois Courts Language Access Program. These standards establish a credentialing system that recognizes increasing levels of professional proficiency and accountability, including Registered Court Interpreter and Certified Court Interpreter status.



Registered and Certified Court Interpreters are in demand. As displayed in the graph above, costs related to contracted court interpreters have increased by more than 18% over just 2 years. The Court has taken steps to curb these costs to the extent that it can, however, these are necessary costs. Contracted interpreters are for the most part are providing interpreting services for

languages other than Spanish with hourly rates ranging from $75.00 to $125.00 per hour, with a minimum number of billable hours, plus mileage.

The current interpreter classification structure does not reflect the professional distinctions associated with these credential levels. As interpreters obtain additional qualifications through registration, certification, and supervisory responsibilities, the complexity of their duties, level of responsibility, and professional expectations increase. Establishing a structured classification system aligned with these credential levels more accurately reflects the professional nature of the work performed and provides a clear advancement pathway for interpreters within Court Administration. Additionally, this structure helps retain the qualified personnel that we have. If the Court were to lose a single certified interpreter, the cost per week for a contracted interpreter would exceed $3,700.00. In FY 2025, the total cost for the 3 interpreter positions cost $222,589.00. If the court were to only utilize contracted interpreters, that cost would exceed $585,000 just for Spanish interpreting, with an additional $200,000 costs for other languages.

The combined cost for this reclassification at present in FY2026 is only $11,220.00. This includes costs related to salary, IMRF, and FICA. The Court is not seeking an emergency appropriation or additional funding. Rather the Court commits that the difference shall be paid from present appropriations and if a transfer is required from Contractual line items the Court consents. It is more fiscally responsible to make these classification changes than to utilize contract interpreters. It is becoming increasingly difficult to hire for these positions because of the skill set and the hourly amounts that a contract interpreter can charge. While paying the salary of a new interpreter during the training period, it will take at least 3 months, providing the interpreter is able to demonstrate skill at a minimum level. During this training period the court will need to contract for services and will require the expenditure of nearly $45,000 for the contracted interpreter, while the newly hired interpreter is being trained.

To evaluate the responsibilities associated with the interpreter position, a Comprehensive Position Questionnaire developed by the Archer Company was completed. The questionnaire confirms that court interpreters perform specialized work requiring advanced language proficiency, knowledge of legal terminology, strict adherence to professional ethics, and the ability to make real-time interpretation decisions during court proceedings. Only three positions under the umbrella of McHenry County or the 22nd Judicial Circuit perform this type of work, making it difficult to compare these positions with other County or Court personnel.

Based on this evaluation, the Chief Circuit Judge and Trial Court Administrator desires to establish a four-tier interpreter classification structure consisting of Interpreter I (Basic Qualification), Interpreter II (Registered Interpreter), Interpreter III (Certified Interpreter), and Interpreter IV (Interpreter Supervisor). Further, upon Registered status, an Interpreter I shall move to the bottom of Grade 6, with a minimum increase of 6%, Upon Certified Status, an Interpreter II shall move to the bottom of Grade 7, with a minimum increase of 10%. Upon promotion, the Interpreter Supervisor shall move to the bottom of Grade 8, with a minimum increase of 6%. This structure aligns compensation with professional credential status and supervisory responsibility while encouraging interpreters to pursue professional registration and certification. This creates incentive, while also encouraging retainment.

Under this structure, interpreters will move through the classifications upon successful completion of the applicable credentialing milestones. Upon verification of registration, certification, or promotion to Interpreter Supervisor status, the McHenry County Human Resources Department will place the employee into the appropriate classification and pay grade effective on the date the credential or promotion is granted. Once this structure is established, no additional action by the McHenry County Board will be required for individual interpreter movements between classifications.

Establishing this classification structure allows the Court to recognize professional interpreter credentials, support the development of qualified language professionals within the judicial system, support and retain qualified personnel and ensure that the Court continues to provide reliable and effective language access services to the public.

Impact on Human Resources:

Place interpreter in correct pay grade upon registration or certification status upon verification and apply any retroactive pay as needed.

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

The Court commits that the difference shall be paid from present appropriations and if a transfer is required from Contractual line items the Court consents.

Position Reclassification or Regrade, please address the following:

HR was consulted on the reclassification, a CPQ was completed and the below structure was created for these positions based off HR's recommendations:

Grade 5	Interpreter I	Non Registered / Non Certified
Grade 6	Interpreter II	Registered
Grade 7	Interpreter III	Certified
Grade 8	Interpreter IV	Interpreter Supervisor

The total cost of the increases is $11,220.00 and will be absorbed from present appropriations. The pay rates will be effective as of the change in Interpreter status of Registered, Certified or Interpreter Supervisor. This structure aligns compensation with professional credential status and supervisory responsibility while encouraging interpreters to pursue professional registration and certification. This creates incentive, while also encouraging retainment.

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.

RESOLUTION - SUPERMAJORITY

Resolution to Convert the Self-Help Center Navigation to Full-Time to Expand Services, and to Approve an Emergency Appropriation and Use of Law Library Fund Balance for the FY26 Law Library Budget (42)

WHEREAS, the 22nd Judicial Circuit Court of McHenry County maintains a Self-Help Center within the Judicial Center to assist members of the public who appear in court without legal representation; and

WHEREAS, the Judicial Center serves as a central location where members of the public interact with the justice system and access a wide range of court-related services; and WHEREAS, a significant number of individuals who appear before the court are experiencing challenges related to housing instability, financial hardship, substance use disorders, mental health concerns, or other social service needs that may affect their ability to successfully navigate the court process; and

WHEREAS, the Self-Help Center assists individuals by providing guidance on court procedures, locating court forms, explaining filing requirements, and directing individuals to appropriate court resources; and

WHEREAS, the Self-Help Center Navigator position provides an important point of contact for individuals seeking assistance and can serve as a resource to connect individuals with appropriate community-based services such as housing assistance, rent and utility assistance programs, substance abuse treatment providers, and mental health services; and

WHEREAS, the number of individuals visiting the Judicial Center continues to grow, with 327,407 visitors in 2023, 335,097 visitors in 2024, and 347,971 visitors in 2025, reflecting the increasing demand for assistance and services within the courthouse; and

WHEREAS, expanding the Self-Help Center Navigator position to full-time status will allow the Court to enhance the availability of services for self-represented litigants and members of the public while also strengthening the Court's ability to connect individuals with community resources that may help address underlying issues affecting court involvement; and

WHEREAS, providing timely guidance and connecting individuals with appropriate resources helps litigants better navigate the court system, improves the efficiency of court operations, and supports broader access to justice for members of the community; and

WHEREAS, the conversion of the Self-Help Center Navigator position to full-time status is supported by the Chief Circuit Judge and the Trial Court Administrator; and

WHEREAS, an emergency appropriation is necessary for the FY 26 Law Library Fund Budget to the following line items.

Main Account	Depart	Division	Fund	Amount

Revenue	099100	42	4200	375	$34,393
Expense	Regular Salaries Non Union-Court Administration	42	4200	375	$12,931
Expense	Holiday Pay Non Union-Court Administration	42	4200	375	$1,533
Expense	Soc Sec Medicare/Cnty Contrib. Non Union Court Administration	42	4200	375	$2,178
Expense	IL Municipal Retirement Non Union-Court Administration	42	4200	375	$2,027
Expense	Health Insurance/Cnty Contrib. Non Union Court Administration	42	4200	375	$15,724

NOW, THEREFORE BE IT RESOLVED, that the McHenry County Board hereby authorizes the conversion of the Self-Help Center Navigator position within the Court Administration office of the 22nd Judicial Circuit from part-time to full-time status; and

BE IT FURTHER RESOLVED, by the McHenry County Board hereby authorizes an Emergency Appropriation and Fund Balance Utilization of Law Library Fund Balance to the Law Library Fiscal Year 2026 Budget to the following line items:

	Main Account	Depart	Division	Fund	Amount
Revenue	099100	42	4200	375	$34,393
Expense	Regular Salaries Non Union-Court Administration	42	4200	375	$12,931
Expense	Holiday Pay Non Union-Court Administration	42	4200	375	$1,533
Expense	Soc Sec Medicare/Cnty Contrib. Non Union Court Administration	42	4200	375	$2,178
Expense	IL Municipal Retirement Non Union-Court Administration	42	4200	375	$2,027
Expense	Health Insurance/Cnty Contrib. Non Union Court Administration	42	4200	375	$15,724

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

DATED at Woodstock, Illinois, this 21 day of April, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution to Convert the Self-Help Center Navigation to Full-Time to Expand Services, and to Approve an Emergency Appropriation and Use of Law Library Fund Balance for the FY26 Law Library Budget (42)

Board / Committee Action Requested:
Approve the Self Help Navigator position to full time and an emergency appropriation to the FY26 Law Library Fund Budget, utilizing Fund Balance as the revenue.

Background and Discussion:
The Self-Help Center located within the McHenry County Judicial Center provides an important resource for individuals navigating the court system without the assistance of an attorney. Self-represented litigants frequently seek guidance in understanding court procedures, locating appropriate forms, and completing filings required to move their cases forward. The Self-Help Center Navigator plays a key role in assisting these individuals by providing procedural guidance and directing court users to appropriate resources.

In recent years, the role of the courthouse has evolved. While the Judicial Center continues to serve as the central location for court proceedings, it has also become a focal point of the community where individuals seek assistance in addressing challenges that often intersect with legal issues. Many individuals who come to the courthouse are facing housing instability, financial hardship, substance use disorders, mental health concerns, or other circumstances that contribute to their involvement with the court system. As a result, the Self-Help Center is well positioned to assist individuals not only in navigating court procedures, but also in connecting them with appropriate community resources that may help address the circumstances contributing to their involvement with the court. Expanding the role of the Self-Help Center Navigator will allow the Court to provide better linkages to available services within the community, including housing assistance, rent and utility assistance programs, substance abuse treatment providers, and mental health services.

Even with the use of Zoom for remote court proceedings, demand for services within the Judicial Center continues to increase. Visitor data shows that 327,407 individuals entered the Judicial Center in 2023, 335,097 in 2024, and 347,971 in 2025, reflecting the growing number of individuals interacting with the court system and seeking assistance.

Converting the Self-Help Center Navigator position to full-time status will allow the Court to expand assistance available to self-represented litigants and members of the public while strengthening the Court's ability to connect individuals with community resources. By helping individuals better understand court procedures and access appropriate services, the Self-Help

Center supports improved access to justice while also helping court proceedings operate more efficiently.

Funding for the current part time position is funded via fees collected upon filing of certain case types. The Law Library Fund Balance is healthy and can absorb the increase in cost for the foreseeable future. The proposed conversion of the position will enhance the Court's ability to better serve the public and is supported by the Chief Circuit Judge and the Trial Court Administrator.

Impact on Human Resources:
The current part time position will expand from part time to full time.

Impact on Budget (Revenue; Expenses, Fringe Benefits):
This was discussed at the time of the budget process; however, the Court was not prepared to move forward at that time and was still discussing the expansion of services being offered. The increase in expenditure will be paid from the Law Library Fund Balance and will not impact on the general fund. The fund balance of the Law Library grew last year by $42,690, which is more than the projected increase in expenditure to make the Self Help Navigator position full-time. The calculated fund balance at the end of FY 2025 is $255,322. Presently, the actual FY26 revenue is exceeding the original FY26 budgeted revenue amount. Presently, $71,009 has been paid into the Law Library Fund and based upon the budgeted amount of $195,000, divided by twelve months (budgeted monthly revenue amount of $16,250), multiplied by three months thus far in FY26, the difference in anticipated income and actual income is $48,750.00.

Position Reclassification or Regrade, please address the following:
HR was consulted, however this position is not being reclassified and is only moving from part time to full time status.

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 - S U P E R M A J O R I T Y

Resolution Adopting Reclassification of the Deputy Trial Court Administrator Position within the 22nd Judicial Circuit Court of McHenry County Court Administration Roster (42)

WHEREAS, the 22nd Judicial Circuit of McHenry County, Court Administration Office must be organized to effectively and efficiently deliver mandated and essential services to protect and promote public trust and confidence in the judicial branch of government; and

WHEREAS, the County of McHenry has adopted a Salary Administration Policy which outlines the process for classification and reclassification of positions; and

WHEREAS, the position of Deputy Trial Court Administrator (position 42000206) was established to assist the Trial Court Administrator and the Chief Circuit Judge in the coordination and administration of court operations; and

WHEREAS, over time the scope of the position has expanded to include operational oversight of court functions, supervision of court administration staff, coordination of court initiatives and administrative projects, and the implementation of administrative orders and policies issued by the Chief Judge; and

WHEREAS, the Deputy Trial Court Administrator routinely exercises independent administrative judgment in coordinating court operations, addressing operational issues affecting the judiciary, and translating policy directives into practical procedures that support efficient court operations; and

WHEREAS, this position within the 22nd Judicial Circuit of McHenry County, Court Administration was presented to the Director of Human Resources for re-evaluation using the Archer System Classification and Compensation Program; and

WHEREAS, based upon that evaluation, reclassification of the Deputy Trial Court Administrator position is justified and appropriate pursuant to the Salary Policy of McHenry County, and is being requested by the Chief Circuit Judge and the Trial Court Administrator based upon the results of the re-evaluation process:

Position	Title/Grade (current)	Title/Grade (new)	Financial Increase
42000206	Dep. Trial Court Admin. 16E	Dep. Trial Court Admin. 18E	$0.00

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby authorizes the Human Services Department to approve the reclassification contained herein for the Deputy Trial Court position 42000206; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the Chief Judge of the 22nd Judicial Circuit, Court Administrator, Director of Human Resources, Chief Financial Officers and the County Administrator.

DATED at Woodstock, Illinois, this 21 day of April, A.D., 2026.

_____

Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____

Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Adopting Reclassification of the Deputy Trial Court Administrator Position within the 22nd Judicial Circuit Court of McHenry County Court Administration Roster (42)

Board / Committee Action Requested:
Reclassification of the Deputy Trial Court Administrator Position.

Background and Discussion:
The 22nd Judicial Circuit Court maintains a Court Administration office responsible for supporting the daily operations of the court and assisting the Chief Judge in the administration of justice. The Deputy Trial Court Administrator position was originally established to assist the Trial Court Administrator with administrative coordination and operational support.

Over time, the responsibilities of the Deputy Trial Court Administrator have expanded significantly as the operational demands placed upon the judicial branch have increased. The position now plays a central role in the day-to-day management of court operations, coordination between judges and justice system partners, supervision of court administration staff, and implementation of administrative orders and operational policies issued by the Chief Judge.

In addition to assisting with operational oversight of court functions, the Deputy Trial Court Administrator coordinates administrative initiatives, assists in the implementation of procedural changes, and works with multiple justice partners including the Circuit Clerk, State's Attorney, Public Defender, Probation, law enforcement agencies, and other stakeholders to ensure that court services operate efficiently and consistently across divisions.

As the scope of responsibilities associated with this position has grown, the role has evolved into a professional administrative position that requires a high level of independent judgment, operational knowledge of court systems, and the ability to translate policy directives into practical administrative procedures. The Deputy Trial Court Administrator also provides direct supervision and guidance to members of the Court Administration team and assists in managing projects and operational initiatives that support the work of the judiciary.

To properly evaluate the current responsibilities of the position, a Comprehensive Position Questionnaire developed by the Archer Company was completed. The evaluation confirms that the duties and responsibilities currently performed by the Deputy Trial Court Administrator reflect a level of responsibility and organizational impact beyond the position's current classification.

Based upon this evaluation, and consistent with the Salary Policy of McHenry County, the reclassification of the Deputy Trial Court Administrator position is appropriate. The proposed reclassification is supported by the Chief Circuit Judge and the Trial Court Administrator and is intended to align the classification of the position with the scope and professional level of work currently being performed.

Reclassification of the position will ensure that the Court Administration organizational structure accurately reflects the operational responsibilities required to support the efficient administration of justice in the 22nd Judicial Circuit.

Impact on Human Resources:
Change of Grade 16E to Grade 18E for Deputy Trial Court Administrator position.

Impact on Budget (Revenue; Expenses, Fringe Benefits):
None, the current Deputy Court Administration has 20 plus years of employment with McHenry County is currently earning a wage within Grade 18.

Position Reclassification or Regrade, please address the following:
HR was consulted on the reclassification, a CPQ was completed, and the below adjustment was recommended from HR:

Position	Title/Grade (current)	Title/Grade (new)	Financial Increase
42000206	Dep. Trial Court Admin. 16E	Dep. Trial Court Admin. 18E	$0.00 FY26

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 - S U P E R M A J O R I T Y

Resolution Adopting Reclassification of the Fiscal Operations Manager Position within the 22nd Judicial Circuit Court of McHenry County Court Administration Roster (42)

WHEREAS, the 22nd Judicial Circuit of McHenry County, Court Administration Office must be organized to effectively and efficiently deliver mandated and essential services to protect and promote public trust and confidence in the judicial branch of government; and

WHEREAS, the County of McHenry has adopted a Salary Administration Policy which outlines the process for classification and reclassification of positions; and

WHEREAS, the position of Fiscal Operation Manager (position 42002621) was established to assist the Trial Court Administrator and the Chief Circuit Judge in the coordination and administration of court fiscal operations; and

WHEREAS, the Court Administration Office is responsible for coordinating interpreter services to ensure that individuals with limited English proficiency are able to meaningfully participate in court proceedings consistent with the Illinois Supreme Court Language Access Policy; and

WHEREAS, the responsibilities associated with these functions have developed into a single professional administrative position responsible for managing both the court's Language Access Program and the fiscal coordination of Court Administration activities; and

WHEREAS, this position within the 22nd Judicial Circuit of McHenry County, Court Administration was presented to the Director of Human Resources for re-evaluation using the Archer System Classification and Compensation Program; and

WHEREAS, based upon that evaluation, reclassification of the Fiscal Operations Manager position is justified and appropriate pursuant to the Salary Policy of McHenry County, and is being requested by the Chief Circuit Judge and the Trial Court Administrator based upon the results of the re-evaluation process;

Position	Title/Grade (current)	Title/Grade (new)	Financial Increase
42002621	Fiscal Operations Manager 10E	Fiscal/Language Access Manager 11E	$872.35 FY26

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby authorizes the Human Services Department to approve the reclassification contained herein for the Deputy Trial Court position 42000206; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the Chief Judge of the 22nd Judicial Circuit, Court Administrator, Director of Human Resources, Chief Financial Officers and the County Administrator.

DATED at Woodstock, Illinois, this 21st day of April, A.D., 2026.

_____

Michael Buehler, Chairman
McHenry County Board

ATTEST:

CourtAdmin-2026-008

_____
Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Adopting Reclassification of the Fiscal Operations Manager Position within the 22nd Judicial Circuit Court of McHenry County Court Administration Roster (42)

Board / Committee Action Requested:
Resolution Adopting Reclassification of the Fiscal Operations Manager Position

Background and Discussion:
The Court Administration office of the 22nd Judicial Circuit provides administrative support for court operations and assists the Chief Circuit Judge in ensuring the effective administration of justice. As part of these responsibilities, Court Administration coordinates the delivery of interpreter services to individuals who require language assistance in order to meaningfully participate in court proceedings. These services are provided in accordance with the Illinois Supreme Court Language Access Policy and standards established through the Administrative Office of the Illinois Courts Court Interpreter Program.

The Court Administration office is also responsible for coordinating the fiscal administration of its operational activities. This includes oversight of financial documentation, monitoring operational expenditures, processing accounts payable and receivable documentation, and coordinating grant development and reporting associated with court programs.

Over time, these responsibilities have evolved into a single administrative position responsible for both language access program management and fiscal coordination within Court Administration. The position coordinates interpreter assignments for court proceedings, maintains records of interpreter credentials, monitors interpreter utilization, and assists in ensuring compliance with language access standards. At the same time, the position manages financial documentation related to court operations, including invoice review, payment processing coordination, financial tracking, and grant-related reporting.

The position also plays a significant role in the financial administration of Court Administration operations, assisting with monitoring expenditures associated with interpreter services and other operational activities with a combined annual budget exceeding $4 million dollars.

To accurately evaluate the scope of responsibilities associated with this position, a Comprehensive Position Questionnaire developed by the Archer Company was completed. The evaluation confirms that the duties performed reflect a professional administrative role

responsible for coordinating both program operations and financial management functions within Court Administration.

Based upon this evaluation, the reclassification of the position to Language Access and Fiscal Coordinator appropriately reflects the current scope of responsibilities and organizational impact of the position. The proposed reclassification is supported by the Chief Circuit Judge, the Trial Court Administrator, and the Deputy Trial Court Administrator and will ensure that the classification of the position accurately reflects the work performed in support of the administration of justice in the 22nd Judicial Circuit.

Impact on Human Resources:
Position reclassification

Impact on Budget (Revenue; Expenses, Fringe Benefits):
The impact on budget is $872.35 and will be absorbed within the Court Administration FY26 Budget.

Salary Increase:	$759.82
IMRF	$ 54.40
FICA	$ 58.13
Total:	$872.35

Position Reclassification or Regrade, please address the following:
Based upon that evaluation, reclassification of the Fiscal Operations Manager position is justified and appropriate pursuant to the Salary Policy of McHenry County, and is being requested by the Chief Circuit Judge and the Trial Court Administrator based upon the results of the re-evaluation process:

Position	Title/Grade (current)	Title/Grade (new)	Financial Increase
42002621	Fiscal Operations Manager 10E	Fiscal/Language Access Manager 11E	$872.35 FY26

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 Four (4) Years of a Contract with Aadvanced Business Solutions Software, LLC (ABS) of Lakeside California for a Subscription Based Electronic Health Record System (51)

WHEREAS, the Department of Health provides a wide range of services to the citizens of McHenry County; and

WHEREAS, the Department has been utilizing a proprietary software since 2018 to enhance its operational capabilities and maximize efficiencies and effectiveness of data collection, assessment and reporting of information; and

WHEREAS, the ABS system is used to maintain records electronically including patient information, visits, exams, immunizations and other medical data; as well as to access permits, application and inspection records, record inspection results and to create inspection reports in the field; and

WHEREAS, the Board of Health, Public Health Administrator, and the Director of Purchasing entered into a one (1) year base contract (12/01/2025 through 11/30/2026) with Advanced Business Software, LLC of Lakeside, CA, and authorized an additional three (3) year option (12/1/2026 through 11/30/2029), based upon the Department's satisfaction with the vendor and availability of funds; and

WHEREAS, there are sufficient funds in the Department's FY2026 budget to cover the expense of the subscription-based proprietary information management systems for a total annual cost of $70,000; and

WHEREAS, the Department is satisfied with the vendor's product and services, and is requesting a one-year contract with three (3) option years to continue using the proprietary information management system software through 11/30/2029.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that the Director of Purchasing is authorized to execute a one-year contract with Advanced Business Software, LLC of Lakeside, CA, with three (3) option years to continue a subscription based, electronic information management system in FY2026 through FY2029, for a total annual cost not to exceed $70,000 each year; and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois that $70,000 of said annual costs will be covered by funds under existing budgeted line items Main Acct 432100-40-51-5110, Main Acct 432100-40-51-5111, Main Acct 432100-40-51-5125, and Main Acct 432100-40-52-5200, Main Acct 432100-40-51-5115; and

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

RESOLUTION

SUBJECT: Resolution Authorizing Four (4) Years of a Contract with Aadvanced Business Solutions Software, LLC (ABS) of Lakeside California for a Subscription Based Electronic Health Record System (51)

Board / Committee Action Requested:
Request that the County Board approve the acceptance of a one-year contract with Advanced Business Software, LLC of Lakeside, California with three (3) option years to continue a subscription based, electronic information management system in FY2026 through FY2029, for a total annual cost not to exceed $70,000 each year;

Background and Discussion: The Department of Health provides a wide range of services to the citizens of McHenry County. The Department has been utilizing the ABS proprietary software since 2018 to enhance its operational capabilities and maximize efficiencies and effectiveness of data collection, assessment and reporting of information in the Nursing and Environmental Health Divisions.

Impact on Human Resources: None

Impact on Budget (Revenue, Expenses, Fringe Benefits): None. Expense included in FY2026 budget.

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:

R E S O L U T I O N – S U P E R M A J O R I T Y

Resolution Authorizing Entering into a Contract with Rogers Pump Sales and Service for the Replacement of the Fire Pump Controller for Valley Hi and an Emergency Appropriation to the Valley Hi FY26 Operating Budget (61)

WHEREAS, the Facilities Management Department is responsible for the maintenance and repair of all County-owned facilities, mechanical equipment, and grounds; and

WHEREAS, the Facilities Management team has identified a condition within the Valley Hi fire alarm system requiring service and replacement of the Fire Pump; and

WHEREAS, the Facilities Management coordinated with the Purchasing Department to issue Bid # 26-8908 to solicit bids for the necessary equipment and labor for the pump replacement; and

WHEREAS, the bid submitted by Rogers Pump Sales and Service of Batavia, IL for the lump sum amount of $34,320.75 for the purchase and installation of a new fire pump controller for the fire alarm and response system that serves the Valley Hi Nursing and Rehabilitation Facility, has been reviewed, found to comply with the specifications and is jointly recommended for acceptance by the Director of Facilities Management, the Valley Hi Administrator, and the Director of Procurement & Special Services; and

WHEREAS, this required replacement was unplanned and not accounted for in the FY2026 budget or the Valley Hi Capital Improvement and Asset Preservation Plan resulting in the need for an emergency appropriation to the FY26 Valley Hi approved budget in the amount of $34,320.75 in the lines - account 6100-099100 (Utilization of Fund Balance) and account 6190-604000 (Machinery and Equipment) to cover the total cost for the project; and

WHEREAS, the Finance & Audit Committee has reviewed said request.

NOW, THEREFORE BE IT RESOLVED by this County Board of McHenry County, Illinois, that the Chairman of the Board is hereby authorized to enter into a contract Rogers Pump Sales and Service of Batavia, IL to replace the fire alarm pump controller that serves the Valley Hi Nursing and Rehabilitation Facility in accordance with their attached submitted bid in an amount not to exceed $34,320.75; and

BE IT FURTHER RESOLVED, that an emergency appropriation in the amount of $34,320.75 be made to the Valley Hi Operating Budget to fund said project; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the Valley HI Administrator, the Director of Facilities, the Assistant County Administrator, the County Auditor, the Deputy County Administrator, the Chief Financial Officer, and the County Administrator.

DATED at Woodstock, Illinois, this 21st day of April, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____

McHenry County Board
County Board Room
Woodstock, IL 60098

Meeting: April 21, 2026
Department: Valley Hi Nursing Home
Prepared By: Thomas Annarella, Valley Hi Administrator

RESOLUTION

SUBJECT: Resolution Authorizing Entering into a Contract with Rogers Pump Sales and Service for the Replacement of the Fire Pump Controller for Valley Hi and an Emergency Appropriation to the Valley Hi FY26 Operating Budget (61)

Board / Committee Action Requested:
Valley Hi is seeking authorization to enter into a contract with Rogers Pump Sakes and Service of Batavia, IL for the installation of a replacement fire pump controller to serve Valley Hi Nursing Home.

Background and Discussion:
Through routine fire alarm system inspections, it was identified that the Valley Hi fire pump controller had failed. Upon further investigation it was determined that the pump controller would require replacement and immediate interventions were put in place.

The Facilities Management team solicited bids for the removal and replacement of the fire pump controller. After reviewing the bids, Rogers Pump Sales and Service was selected to complete the replacement.

Impact on Human Resources:
Facilities Management personnel will be tasked with coordinating this project.

Impact on Budget (Revenue; Expenses, Fringe Benefits):
An emergency appropriation for this unexpected repair in the amount of $34,320.75 will be required to fund the project.

Impact on Capital Expenditures:
This is considered a capital expense and will be added to the total cost of the Valley Hi Nursing and Rehabilitation Facility on the County's book of record for a total project cost of $34,320.75.

Impact on Physical Space:
None

Impact on Other County Departments or Outside Agencies:
None

Conformity to Board Ordinances, Policies and Strategic Plan:

This Resolution is presumed to comply with all applicable policies and ordinances.

Rogers Pump Sales & Service Inc.
16 South Washington Avenue
Batavia, IL 60510

ESTIMATE	#76550
ESTIMATE DATE	Feb 14, 2026
EXPIRATION DATE	Mar 30, 2026
DEPOSIT DUE	$25,120.75

McHenry County Government
2200 N Seminary Ave
Woodstock, IL 60098

(815) 334-0105
DWLittle@mchenrycountyil.gov

SERVICE ADDRESS
2406 Hartland Rd
Woodstock, IL 60098

CONTACT US
(630) 879-7747
scheduling@rogerspump.com

ESTIMATE

Services	qty	unit price	amount
Labor - Removal and Installation	1.0	$5,400.00	$5,400.00
INCLUDED: - Remove existing fire pump controller - Install new fire pump controller - Remove existing jockey pump controller or HOA - Install new jockey pump controller - Disconnection and re-connection of all electrical too include fire alarms - Disconnection and re-connection of sensing lines - Programming and startup of new controllers **Service to be completed during normal business hours: 7 a.m. - 3 p.m.** EXCLUSIONS: - Labor for installation after hours or weekend - ComEd disconnect fee if applicable - Fire watch if applicable - Added cost for tariffs if applicable - Permit application			
Acceptance Test Acceptance Fire Pump Test	1.0	$600.00	$600.00
EXPEDITE FEES 15 WORKING DAY DOES NOT INCLUDE TRANSIT TIME	1.0	$650.00	$650.00

Services subtotal: $6,650.00

Materials	qty	unit price	amount
GPS+GPU-208/40/3/60 Fire Pump Controller Soft Start Soft Stop **CUSTOM BUILD WITH ATS ON LEFT SIDE** Built in Automatic Transfer Switch - Surge suppression - Disconnecting means Single operator for both isolating switch and circuit breaker Door interlocked in the ON position - Suitable as service entrance equipment - Emergency start handle -Locked rotor protector Voltage and amperage display	1.0	$24,305.75	$24,305.75

Cut-in, cut-out and continuous system pressure readings
- Visual indications:
Standard Conditions
Alarm Conditions
Color coded for criticalness
-Remote alarm contacts (DPDT-8A-250V.AC)
Power available
Phase reversal
Motor run
Common pump room alarm (field re-assignable)
Common Motor trouble (field re-assignable)
Free (field programmable)

JPLT-208/0.5/3/60	1.0	$815.00	$815.00

Jockey Pump Controller
1/2HP
208VAC
3 PH

HP rated fuse-less thru-the-door main disconnect switch.
iPD+ Operator Interface provides

Visual indicators
Manual motor run
Automatic motor run
System pressure
Automatic mode
Off mode
Motor overload
Pump start counter
Elapsed time meter (hours / non-resettable)
All adjustments on door front
Timers
Minimum run period timer
Sequential start timer
Operators
OFF-AUTO pushbutton
Start and stop pushbuttons.

Controller Sensing Line Kit	2.0	$675.00	$1,350.00

(2) 1/2" Ball Valves
(1) 1/2" Brass Tee
(1) 1/2" x 1/2" x 1/4" Brass Tee
(4) 1/2" x 1 1/2" Brass Nipple
(1) 1/2" Brass Plug
(1) 3 1/2" Pressure Gauge
(2) Brass 1/2" Orifice Union
1/2" Copper/Brass Piping

Electrical	1.0	$1,200.00	$1,200.00

- Misc. Water Tight Fittings & Hubs
- Conduit
- Alarm wiring
- Wire to Motor
- Wire to Fire Pump Controller
- Junction Box NEMA 2
- UL Listed Splice Connections

Materials subtotal: $27,670.75

Subtotal	$34,320.75
Total	**$34,320.75**
Deposit	**$25,120.75**

Your business is greatly appreciated.

R E S O L U T I O N

Resolution Approving an Engineering Services Agreement and Appropriating Funds for the Lakewood Road Corridor Improvements (82)

WHEREAS, McHenry County has determined there is a need to improve the Lakewood Road Corridor to increase safety and connectivity for pedestrians and bicyclists along Lakewood Road from Algonquin Road to Ackman Road in addition to improving safety at the Lakewood Road and Miller Road intersection; and

WHEREAS, Phase I Design Approval was received on March 13, 2025; and

WHEREAS, said improvements will require the services of an engineering consulting firm to provide Phase II Design Engineering for the project; and

WHEREAS, McHenry County issued a Request for Qualification (RFQ) through a qualifications-based selection process in compliance with the Illinois Local Governmental Professional Services Selection Act 50 ILCS 510/0.01 et seq on October 28, 2025 for said project; and

WHEREAS, Crawford, Murphy & Tilly, Inc (CMT) was selected as the preferred consultant to provide Phase II Design Engineering Services in accordance with McHenry County's Consultant Selection Policy; and

WHEREAS, the Transportation Committee and the Finance & Audit Committee have reviewed and recommend an Engineering Services Agreement with CMT of Aurora, Illinois for a not to exceed amount of $2,552,128.00 to provide said Phase II Design Engineering Services.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby approves entering into an Engineering Services 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 CMT in the not to exceed the amount of $2,552,128.00; and

BE IT FURTHER RESOLVED, that there is hereby appropriated from the FY2026 budget the sum of two million five hundred fifty-two thousand one hundred twenty-eight dollars ($2,552,128.00) from the County Option MFT Fund; Fund-Dept.-Div.-Main Acct. 262-82-8220-443520 (Highway Engineering) for said agreement; and

BE IT FURTHER RESOLVED, that a Purchase Order shall be opened in the not to exceed amount of $2,552,128.00; and

BE IT FURTHER RESOLVED, that this project is hereby designated as Section 18-00491-00-ES; 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 of this resolution to the Director of Transportation/County Engineer.

DATED at Woodstock, Illinois, this 21st day of April, A.D., 2026.

_____

Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Approving an Engineering Services Agreement and Appropriating Funds for the Lakewood Road Corridor Improvements (82)

Board / Committee Action Requested:
To approve an engineering services agreement with Crawford, Murphy & Tilly, Inc. (CMT) for Phase II Design Engineering for the County owned Lakewood Road Corridor Project.

Background and Discussion:
Phase I Design approval was received from IDOT on March 13, 2025.

The purpose of the Lakewood Road project is to improve safety and connectivity for pedestrians and bicyclists along Lakewood Road from Algonquin Road to Ackman Road in addition to improving safety at the Lakewood Road and Miller Road intersection. The need for the project includes addressing gaps in the local and regional transportation system for pedestrians and bicyclists and providing safety improvements to address the crashes at the Lakewood Road intersection with Miller Road.

This project will consist of the construction of a multi-use path and sidewalk along Lakewood Road from Algonquin Road to Ackman Road in the Village of Lake in the Hills, widening of Lakewood Road to provide median refuge islands at multiple intersections, constructing two new pedestrian structures over Kishwaukee Creek located just north of the Miller Road intersection, and the construction of a roundabout at the Lakewood Road and Miller Road intersection.

Impact on Human Resources: N/A

Impact on Budget (Revenue; Expenses, Fringe Benefits):
This expense has been included in the FY2026 budget under the County Option MFT Fund.

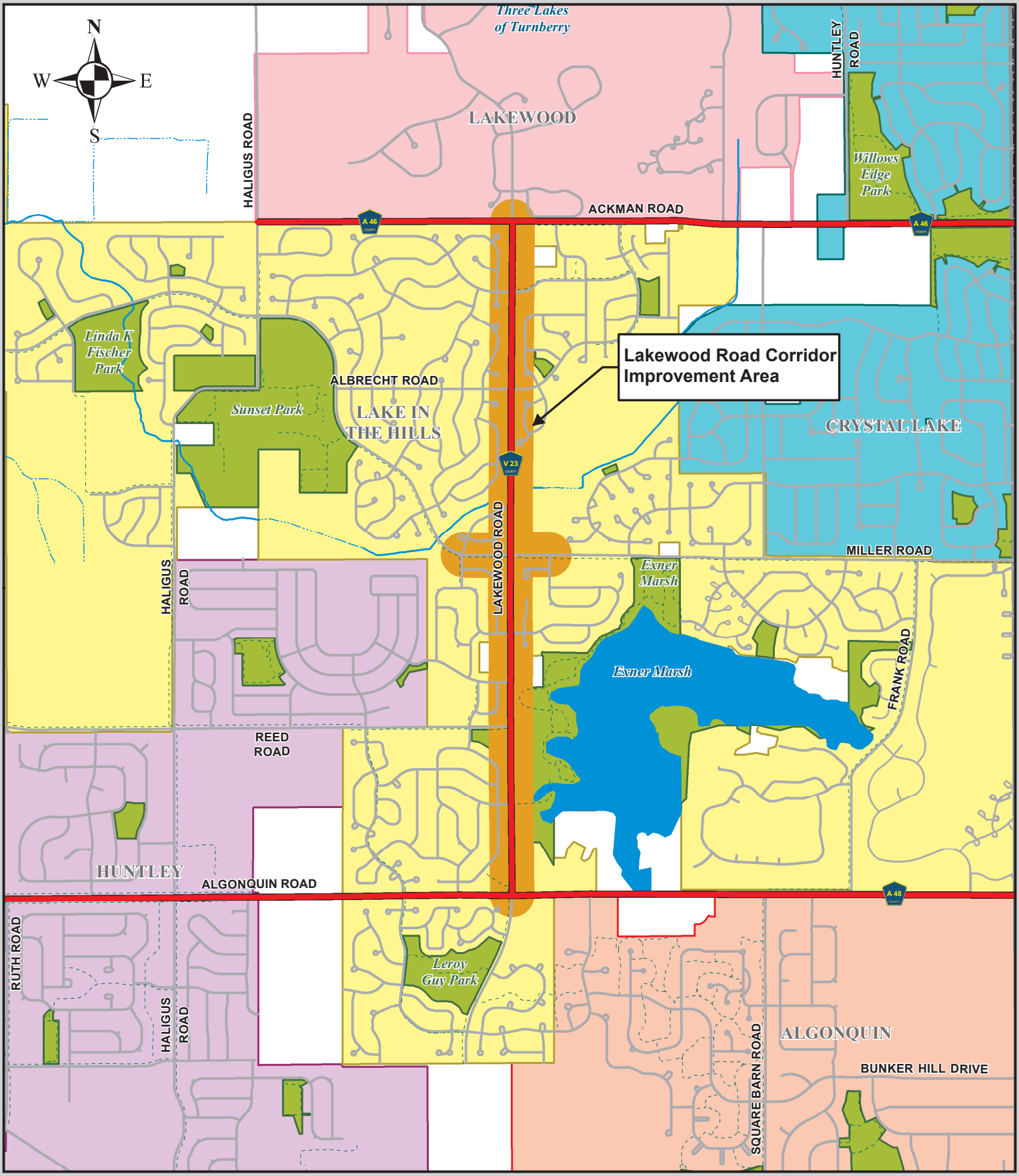
Position Reclassification or Regrade, please address the following: N/A

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 purchasing ordinance and policies.



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.

DATE
Tuesday, October 16, 2018

FILE
Lakewood Corridor Study

PROJECTION
Transverse Mercator
NAD 1983 State Plane
Illinois East

LEGEND

- County Route
- State/US Route
- Interstate Route
- Municipal/Township Route
- Rail Road
- Hydrography

0 500 1,000 2,000 Feet

SCALE
1 inch = 2,000 feet

LAKEWOOD ROAD CORRIDOR

DIVISION OF TRANSPORTATION

McHenry County
Division of Transportation

Local Public Agency
Engineering Services Agreement
Local Funds Only

Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
County of McHenry	McHenry	18-00491-00-ES	N/A

Project Number	Contact Name	Phone Number	Email
N/A	Joyce J. DeLong	(815) 482-0358	jjdelong@mchenrycountyil.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Lakewood Road	FAU 3870	2.0	056-3068, 056-3069

Location Termini: Algonquin Road to Ackman Road

Project Description: Construction of multi-use paths along Lakewood Road, two new pedestrian structures over Kishwaukee Creek, and roundabout at the Lakewood Road and Miller Road intersection.

Engineering/Right-of-Way Services Funding: ■ Local

Anticipated Construction Funding: ■ Federal ☐ MFT/TBP ☐ State ☐ Other

AGREEMENT FOR

☐ Phase I - Preliminary Eng ■ Phase II - Design Eng ☐ Phase III - Construction Eng ☐ Right-of-Way Services

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Crawford, Murphy & Tilly, Inc.	Charles "Tice" Cole	630.907.7059	ccole@cmtengr.com

Address	City	State	Zip Code
550 N. Commons Drive, Suite 116	Aurora	IL	60504

THIS AGREEMENT is made between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above roadway section. Local funding allotted to the LPA will be used entirely to finance ENGINEERING SERVICES (as defined in Exhibit A) for the PROJECT (as defined in the above Project Description).

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

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

Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction of the PROJECT.
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities, Company or Companies to which the construction contract was awarded.
Contractor	

AGREEMENT EXHIBITS

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

- [x] EXHIBIT A: Scope of Services
- [x] EXHIBIT B: Project Schedule
- [x] EXHIBIT C: Qualification Based Selection (QBS) Checklist
- [x] EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheets (BLR 05513 or BLR 05514)
- [x] EXHIBIT E: Workhour Summary
- [ ] _____
- [ ] _____
- [ ] _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in Exhibit A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA:
   (a) For Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in THIS AGREEMENT or any subsequent Amendment or Supplement.
   (b) For Construction Engineering: The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of THIS AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the ENGINEER to carry out these requirements is a material breach of THIS AGREEMENT, which may result in the termination of THIS AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of THIS AGREEMENT.
9. For Preliminary Engineering Contracts:
   (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA, as defined in Exhibit A (Scope of Services).
   (b) That all plans and other documents furnished by the ENGINEER pursuant to THIS AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the State Department of Transportation, hereinafter called the “DEPARTMENT”.
   (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. For Construction Engineering Contracts:
   (a) For Quality Assurance services, provide personnel who have completed the appropriate DEPARTMENT’s Bureau of Materials QC/QA trained technical classes.
   (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the DEPARTMENT’s Bureau of Materials "Manual of Test Procedures for Materials," submit DEPARTMENT’s Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with THIS AGREEMENT (See DIRECT COSTS tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of THIS AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications and project information.
3. For Construction Engineering Contracts:
   (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
   (b) To prepare and approve forms BC 775 and BC 776 as necessary.
4. To pay the ENGINEER:
   (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
   (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA, a sum of money equal to the basic fee as determined in THIS AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
   (c) For Non-Federal County Projects - (605 ILCS 5/5-409)
      (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
      (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA (and STATE as required), a sum of money equal to the basic fee as determined in THIS AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
5. To pay the ENGINEER as compensation for all services rendered in accordance with THIS AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

   Method of Compensation

   ☐ Percent

   ☐ Lump Sum

   ☐ Specific Rate

   ■ Cost plus Fixed Fee: Fixed

   Total Compensation = DL + DC + OH + FF

   Where:
   DL is the total Direct Labor,
   DC is the total Direct Cost,
   OH is the firm's overhead rate applied to their DL and
   FF is the Fixed Fee.

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

   The Fixed Fee cannot exceed 15% of the DL + OH.

   Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds $1,000,000 for any project duration.
6. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in THIS AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of THIS AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the LPA may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the LPA of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the LPA or its

authorized representative, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the LPA for the recovery of any funds paid by the LPA under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

4. THIS AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials become the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of THIS AGREEMENT up to the date of the written notice of termination.

5. The LPA may suspend work on the project. If THIS AGREEMENT is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of THIS AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. THIS AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under THIS AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.

7. The ENGINEER and LPA certify that their respective firm or agency:

   (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure THIS AGREEMENT,
   (b) has not agreed, as an express or implied condition for obtaining THIS AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out THIS AGREEMENT or
   (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out THIS AGREEMENT.
   (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
   (e) has not within a three-year period preceding THIS AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
   (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (e) and
   (g) has not within a three-year period preceding THIS AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

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

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

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

10. The LPA elects to enforce the certification and requirements of the Drug Free Workplace Act (30 ILCS 580) in THIS AGREEMENT, as modified herein. No grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the LPA unless that grantee or contractor will provide a drug free workplace.

    False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the LPA for at least one (1) year but not more than (5) years.

    For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or those entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of $5,000 or more from the LPA.

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

    (a) Publishing a statement:

        (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
        (2) Specifying the actions that will be taken against employees for violations of such prohibition.
        (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

            (a) abide by the terms of the statement; and
            (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

    (b) Establishing a drug free awareness program to inform employees about:

        (1) The dangers of drug abuse in the workplace;
        (2) The grantee's or contractor's policy to maintain a drug free workplace;
        (3) Any available drug counseling, rehabilitation and employee assistance program; and
        (4) The penalties that may be imposed upon an employee for drug violations.

    (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
    (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
    (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
    (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Preliminary Engineering Contracts:

    (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with THIS AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with THIS AGREEMENT shall be made available upon request to the LPA without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.

    (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the DEPARTMENT's current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the LPA, it being understood that all such furnished documents shall be approved by the LPA before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

    For Construction Engineering Contracts:

    (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
    (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provide for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

(c) That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of THIS AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

(d) That in the event that engineering and inspection services to be furnished and performed by the ENGINEER (including personnel furnished by the ENGINEER's subconsultants) shall, in the opinion of the LPA be incompetent or inadequate, the LPA shall have the right to supplement the engineering and inspection force, or to replace the engineers or inspectors employed on such work, at the expense of the ENGINEER. This may be done through services of LPA staff or require the procurement of supplemental engineering services.

(e) Inspection of all materials, when inspection is not provided by the LPA's selected material inspection consultant, shall have inspection reports submitted to the LPA in accordance with the DEPARTMENT's Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Crawford, Murphy & Tilly, Inc.	37-0844662	$1,714,821.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Peralte-Clark, LLC	81-4901924	$671,585.00
American Surveying & Engineering, LTD	36-3307274	$96,092.00
Fehr Graham	36-2780335	$44,072.00
Rubino	80-0450719	$25,558.00
	Subconsultant Total	$837,307.00
	Prime Consultant Total	$1,714,821.00
	Total for all work	$2,552,128.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The County of McHenry

By (Signature & Date)

By (Signature & Date)

County of McHenry | County Clerk

County Board Chairman

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest: Crawford, Murphy & Tilly, Inc.

By (Signature & Date)

By (Signature & Date)

Title

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
County of McHenry	Crawford, Murphy & Tilly, Inc.	McHenry	18-00491-00-ES

EXHIBIT A
SCOPE OF SERVICES

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

See attached.

Route	FAU 3870 (Lakewood Road)
Local Agency	County of McHenry
Section No.	18-00491-00-ES
Job No.	N/A
Project No.	N/A
Type of Funding	Local

PHASE II ENGINEERING FOR THE LAKEWOOD ROAD CORRIDOR PROJECT

MCHENRY COUNTY DIVISION OF TRANSPORTATION

EXHIBIT A - SCOPE OF SERVICES

The McHenry County Division of Transportation, hereafter referred to as Local Public Agency (***LPA***), has initiated a project requiring professional engineering services by Crawford, Murphy & Tilly, Inc. (***ENGINEER***) for Phase II - Design Engineering of the subject project.

UNDERSTANDING OF THE PROJECT

Project Scope and Limits. The scope of services is based on the approved Project Development Report (PDR) which includes construction of a multi-use path along both the east and west sides of Lakewood Road from Algonquin Road to Ackman Road in the Village of Lake in the Hills, widening of Lakewood Road to provide median refuge islands at multiple intersections, constructing two new pedestrian structures over Kishwaukee Creek located just north of the Miller Road intersection, and the construction of a roundabout at the Lakewood Road and Miller Road intersection. The improvement limits are Station 980+07 to Station 1084+77, a distance of 2.0 miles.

Schedule. Phase II design is anticipated to begin in May 2026 and be completed for submission to the Illinois Department of Transportation ***(DEPARTMENT)*** to be eligible for the March 2028 letting. This project has a date commitment that trees three (3) inches or greater in diameter at breast height shall not be cleared from April 1st through September 30th of any given year.

Submittals. All project submittals shall be submitted to the ***LPA*** for review and comment prior to being submitted to the ***DEPARTMENT*** and other agencies. The ***LPA*** may elect to perform concurrent reviews for pre-final and final submittals if previous comments are addressed to ***LPA's*** satisfaction. An electronic copy of all deliverables shall be provided to the ***LPA***. The ***ENGINEER*** shall copy the ***LPA*** on all submittals to the ***DEPARTMENT*** and other agencies.

Accessibility of Web Content. All digital and printed public-facing materials and engagement events produced for this project must meet the requirements of Title II of the Americans with Disabilities Act and the Web Content Accessibility Guide (WCAG) 2.1, Level AA.

Collaboration. Microsoft Teams should be the primary means of electronic communication with the ***LPA***. The ***LPA*** will host the team and setup various channels to organize project discussions. The ***LPA*** will provide the ***ENGINEER*** a file transfer location on Bentley ProjectWise to exchange data.

Correspondence. The ***ENGINEER*** shall maintain for a minimum of three (3) years after acceptance of Affidavit of Completion and the last action on the contract all project correspondence to the ***LPA*** and other outside agencies.

Subconsultants. The following subconsultants are anticipated to be used for the following services:

- Peralte-Clark
  - Drainage design and storm water permitting including the following task numbers:
  - Task 1 – Early Coordination and Data Review
  - Task 3 – Utility Coordination
  - Task 5 – Roadway Plans
  - Task 7 – Quantity Calculations
  - Task 8 – Specs and Special Provisions
  - Task 10 – PS&E Submittals
  - Task 11 – Permitting & Environmental Coordination
  - Task 12 – Phase III Activities
  - Task 13 – Meetings & Coordination
  - Task 14 – Project Admin and Management
  - Task 15 – QA/QC
  - Task 17 – Design Modifications

- American Survey & Engineering
  - Task 3 - Utility Conflict Analysis, Coordination, and SUE

- Fehr Graham
  - Task 4 - Special Waste Evaluation - Local PSI and CCDD

- Rubino
  - Task 18 – Supplemental Geotechnical Studies – Additional Bridge Borings

Summary. The *Scope of Services* for Phase II engineering involves the preparation of contract plans and documents to be let for construction by the ***DEPARTMENT***. Included in this scope are the following tasks:

1. Early Coordination and Data Review
2. Supplemental Surveys
3. Utility Coordination
4. Special Waste Evaluation
5. Roadway Plans
6. Structural Plans
7. Quantity Calculations
8. Specifications and Special Provisions
9. Construction Estimate of Cost and Estimate of Time
10. PS&E Submittals
11. Permitting and Environmental Coordination
12. Phase III Activities
13. Meetings and Coordination
14. Project Administration and Management
15. Quality Assurance/Quality Control
16. Right-of-Way and Easement Plats
17. Design Modifications
18. Supplemental Geotechnical Studies
19. Lighting Analysis

TASK 1 – EARLY COORDINATION AND DATA REVIEW

Review Existing Data. The following Phase I documents and existing data will be reviewed:

- Project Development Report and associated technical reports
- Utility atlases and base drawings
- Preliminary Environmental Site Assessment (PESA)
- Additional information acquired post-Phase I through coordination with stakeholders

Site Visit. A field check of the Phase I drawings will be performed with ***LPA's*** project manager and Maintenance Section to review existing conditions.

TASK 2 - SUPPLEMENTAL SURVEYS

Horizontal and Vertical Control. Re-establish vertical and horizontal control points for supplemental surveys and for reference on Alignment, Ties and Benchmark sheet. Relocation of utilities will be considered when re-establishing control points for use during construction.

- Horizontal control will be based on McHenry County Geodetic Monuments jointly established by the ***LPA*** and the ***DEPARTMENT***. These coordinates are referenced to NAD 83.

- Vertical control will be based on McHenry County Benchmarks and orthometric elevations derived from GPS observations, based on NAVD 88. The correlation of the nearest Elevation Reference Marks that have been established in the Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) and Flood Insurance Rate Maps with NGVD 88 datum will be referenced.

Topographic Survey. A new topographic survey will be performed since the Phase I survey is outdated. This survey will include benchmarks with references, visible utilities, driveways and field entrances, drainage structures, landscaping elements including trees (per tree inventory requirements), fences, pavement location and type.

- Roadway cross sections will be taken at 50-foot intervals and critical locations beyond anticipated proposed right-of-way or easements. These cross sections shall identify the right-of-way, centerline of the roadway, edges of pavement, edges of shoulders, visible structures and the slope of the embankment on each side. Additional survey will be taken as determined in the field.

- Wetland and water delineations performed as part of this study will be surveyed.

- A JULIE field locate will be called in before the survey so that existing in-ground and aerial utility locations can be surveyed.

- Geotechnical soil boring locations and elevations will be located and surveyed.

Preliminary Right-of-Way Staking. Temporary field staking of right-of-way, permanent easement, and temporary easement on an as-needed/requested basis by property owners during negotiations. Includes mobilization, site setup and preparation, staking calculations and coordination with land acquisition staff. Assume half of the properties impacted (17 parcels).

Right-of-Way Staking. Stake right-of-way per approved plats. Existing right-of-way may need to be re-established in areas where there are temporary easements and no proposed right-of-way.

TASK 3 - UTILITY COORDINATION

Conflict Identification. Contact JULIE to assess whether utilities have changed since Phase I. Prepare an exhibit showing the location of potential conflicts (based on best available information provided by local agencies and utility companies during Phase I), plot existing utilities in cross sections, summarize in a spreadsheet, prepare a photo log of the utilities, and submit with a ***LPA*** template cover letter to utility companies.

Relocation Assistance. Coordinate with local agencies and utility companies for resolution of conflicts through project completion. Review utility relocation plans and permits for compatibility with proposed improvement. Permit authorization will come from ***LPA.*** Show proposed utilities on plans and cross sections. Preliminary, pre-final, and final plans will be sent to the utility companies.

Subsurface Utility Engineering (SUE) Investigation. Provide reliable underground utility information for plan preparation and conflict mitigation.

- Traffic control will be required for safety and protection of personnel and the public. Any required local agency permit(s) related to this task will be obtained by the ***ENGINEER*** or their subconsultant(s). Ten days of traffic control assumed.

- SUE Quality Level A – Test holes and 3D modelling. Assumed 20 locations. Perform SUE Quality Level B in support of SUE Quality Level A test holes. Assume 500 feet per hole.

- SUE Report including plan sheets in accordance with ASCE 38-22 requirements as well as 3D georeferenced CAD file, raw survey data, and field book

TASK 4 – SPECIAL WASTE EVALUATION

A Preliminary Site Investigation (PSI) is required based on the Preliminary Environmental Site Assessment (PESA) performed in the Phase I study. The PSI shall be performed in accordance with ***DEPARTMENT***/BLRS Manual Section 20-12.05.

Investigation. An updated database search will be performed to identify potentially impacted properties. Up to 30 soil borings will be completed to a depth up to 10 feet below ground surface for analytical testing.

Traffic Control. Traffic control will be required for safety and protection of the drilling personnel and the public. Any required local agency permit(s) for performing field sampling related to this task will be obtained by the ***ENGINEER*** or their subconsultant(s).

PESA Update. Prepare an updated PESA to be valid for letting including a site visit and records review.

PSI Report. The results of the PSI will be documented in a report and will include conclusions and recommendations.

LPC-663 Documentation. An LPC-663 form will be prepared and will include a project area map of regulated substance and clean zones. The database search and soil sampling results will be attached for documentation.

TASK 5 - ROADWAY PLANS

The roadway plans will be developed and included in the submittals outlined in Task 10. The roadway plans will be prepared under the supervision of a Professional Engineer and will consist of the following drawings. See workhour summary for additional information.

- Cover Sheet
- Index of Sheets, Highway Standards and Commitments
- General Notes
- Summary of Quantities
- Schedule of Quantities
- Typical Sections
- Alignment, Ties and Benchmarks
- Roundabout Baselines
- Removal Plan
- Plan and Profile
- Roundabout Curb Profiles
- Drainage Related General Notes
- Drainage Removal Plans
- Drainage Plan and Profile
- Miscellaneous Drainage Details
- Temporary Drainage for MOT Staging
- Drainage Schedules
- Maintenance of Traffic
- Detour Plan and Notes
- Stormwater Pollution Prevention Plan and Notes
- Soil Erosion and Sediment Control Plan and Details
- Grading Plans
- Plat of Highways
- Pavement Marking and Signing Plans
- Traffic Signal Plans
- Lighting Plans
- Landscaping Plans
- Detail Sheets
- District One Details
- Cross Sections – Roadway
- Cross Sections – Kishwaukee Creek (Compensatory Storage)

Pavement Design. Develop a pavement design for full-depth HMA pavement in accordance with ***DEPARTMENT***/BLRS procedures.

Compensatory Storage Design. Perform drainage and compensatory storage calculations to satisfy the McHenry County Stormwater Management Ordinance requirements.

Transportation Management Plan. Not applicable.

Phase II Drainage Calculations. IDOT Drainage Manual and the April 2024 ACEC IL and IDOT District 1 Drainage Seminary will be consulted to determine approved drainage software packages and methods for hydraulic calculations. A Preliminary Waterway Structure Design and Hydraulic Report, dated July 2021 and a Location Drainage Technical Memorandum dated July 13, 3021 were prepared in Phase I for this project. The following calculations will be provided.

- Culvert Analysis of minor culverts less than 36 inches in diameter per the LDTM
- Inlet Spacing
- Detention Volume Sizing and Layout
- Water Quality Basin Design
- 3D Model Development Coordination
- Provide alignments and inverts of proposed storm sewers and ditches
- Drainage constructability review for MOT staging

TASK 6 – STRUCTURAL PLANS

The structural plans will be developed and included in the submittals outlined in Task 10. The structural plans will be prepared by, or under the supervision of, an Illinois Licensed Structural Engineer and will consist of the following drawings. See workhour summary for additional information.

Prefabricated Bridges as follows:

- General Plan and Elevation
- General Data
- Abutment Details
- Pile Details
- Soil Borings

Retaining Walls as follows:

- Low Height (<3')
  - Standard Detail
  - Plan and Elevation

- Retaining Walls (3' to 7')
  - General Plan and Elevation
  - General Data
  - Reinforcement Plan and Elevation Details
  - Wall Details
  - Soil Borings

Load Rating Analysis. Not applicable.

TASK 7 - QUANTITY CALCULATIONS

Quantity calculations will be prepared and included in the submittals outlined in Task 10. Calculations shall be independently reviewed and understandable. The computed quantities will serve as the basis for the Summary of Quantities plan sheets and the ***ENGINEER's*** Estimate of Cost. Final calculations will be printed and organized in a binder for ***LPA*** reference

- Earthwork computations, pavement computations and other quantity calculations will conform to the requirements of Section 11-5 of the *BLRS Manual* and *Chapter 64* of the ***DEPARTMENT*** *Bureau of Design and Environment* (*BDE) Manual.*

- The *Standard Specifications for Road and Bridge Construction, Supplemental Specifications* and the *Recurring Special Provisions* will be cross checked to ensure that the appropriate pay items, methods of measurement and basis of payment are used. For each quantity, the IDOT coded pay item number will be used. These coded pay items will be determined from the *IDOT Coded Pay Items* on the ***DEPARTMENT*** website.

TASK 8 - SPECIFICATIONS AND SPECIAL PROVISIONS

The specifications and special provisions will be developed and included in the submittals outlined in Task 10.

- The *IDOT Standard Specifications* and *Supplemental Specifications* are included by reference in the first paragraph of the project Special Provisions. Applicable *IDOT Recurring Special Provisions, Recurring Local Roads and Streets Special Provisions,* and *Guide Bridge Special Provisions* will be included by reference by use of ***DEPARTMENT*** check sheets.

- Where a project item contains work, material, unique sequence of operations or any other requirements that are not included in the *Standard Specifications*, *Supplemental Specifications, Recurring Special Provisions, BDE Special Provisions, Guide Bridge Special Provisions or MCDOT Special Provisions*, a project specific Special Provision will be written. These Special Provisions will conform to the requirements of Section 11-3 of the *BLRS Manual* and *Chapter 66* of the *BDE Manual.*

TASK 9 - CONSTRUCTION ESTIMATE OF COST AND ESTIMATE OF TIME

Estimate of Cost. Utilizing the pay items and quantities, the Estimate of Cost will be generated. Itemized costs will be determined using available guides and bid tabulations from similar projects. In addition, the pay item reports with awarded prices from the ***DEPARTMENT's*** website will be used to approximate current unit costs. BDE Form 213 will be used to prepare the cost estimate. A detailed breakdown of lump sum costs will be provided.

Schedule. Prepare a bar schedule of the anticipated construction timeline.

Estimate of Time. BDE Form 220A will be used to prepare the estimate of time. Itemized production rates will be determined using established guideline shown in the Chapter 66 of the *BDE Manual*.

TASK 10 – PS&E SUBMITTALS

The services under this task include time associated with preparing plot files, coordination of printing and distribution of plans. Submittals will be prepared and assembled in accordance with ***DEPARTMENT***/BLRS *Phase 2 Plans and Specifications Guidelines.* The final number of copies will be as directed by the ***DEPARTMENT.***

Preliminary. This submittal will be considered 85% complete and will include plans, specifications, cost estimate, estimate of time and quantity calculations. PDF's of these documents will be submitted to the ***LPA,*** local agencies and utility companies.

Pre-final. This submittal will be considered 95% complete and will include plans, specifications, cost estimate, estimate of time, and quantity calculations. PDFs of these documents will be submitted to the ***LPA***, ***DEPARTMENT,*** local agencies, permitting agencies and utility companies.

Final. This submittal will be considered 100% complete and will include plans, specifications, cost estimate, estimate of time, and quantity calculations. These documents will be submitted to the ***LPA***, ***DEPARTMENT,*** local agencies, permitting agencies and utility companies.

Central Office. This is the bid set submittal and will include plans, specifications, cost estimate, estimate of time, and final documents/calculations.

Electronic files including (dgn, pdf, word and excel files) will be included in submittal to ***LPA*** for the preliminary, pre-final, final and Central Office submittals. The following printed sets are estimated.

Agency	Plans	Documents
LPA	4 copies (11"x17"), 2 copies (22"x34")	4 copies
DEPARTMENT/BLRS	PDF	PDF
Local agencies	2 copies (11"x17")	2 copies
MCP&D	2 copies (11"x17")	2 copies
MLSWCD	1 copy (22"x34")	PDF
USACE	PDF	N/A
Utilities	PDF	N/A

Disposition of Comments. Each submittal will include a formal disposition of comments that addresses all review comments from the ***DEPARTMENT*** and any other agencies. Dispositions to ***LPA*** comments will be through Bluebeam.

Grading Surface Models. Provide existing surface, and proposed subgrade and final surface 3D models for use in earthwork calculations and construction layout. Models will be identified as "Optional Information" for bidding and construction.

Advance Tree Removal Plan. Prepare a separate tree removal plan with quantity schedule for a contract to be let by the ***LPA*** in advance of project construction.

TASK 11 - PERMITTING AND ENVIRONMENTAL COORDINATION

Wetland and Stream Mitigation. Wetland mitigation is anticipated. ***LPA*** has credits held at School Springs Wetland and Stream Mitigation Bank for this project. Coordinate final mitigation ratio and required credits with McHenry County Conservation District (MCCD) to complete mitigation agreement and payment. Fees will be paid by the ***LPA***.

Section 404 Permit. Prepare and submit the joint application. This application packet is designed to simplify the approval process from the (USACE), Illinois Department of Natural Resources/Office of Water Resources (IDNR/OWR) and the Illinois Environmental Protection Agency (IEPA). It is assumed that the project will be permitted as Nationwide Permit 14 for Linear Transportation Projects.

McHenry County Stormwater Management Permit Application. Prepare the necessary documentation to submit a permit application to McHenry County Planning and Development (MCP&D) or certified community for the McHenry County Stormwater Management Ordinance. Provide revisions as necessary until permit application has been approved.

McHenry County Stormwater Management Permit Certification. Prepare as-built plans (record drawings) by a licensed land surveyor or licensed professional engineer. Submit to MCP&D at the completion of construction. Provide revisions as necessary until approved.

- Preliminary as-built compensatory storage verification during construction using contractor/***LPA*** finished grade survey.
- Topographic survey of the final construction project. The topographic survey will include the project limits with roadway cross sections taken at 50-foot intervals. Cross sections shall identify the right-of-way, centerline of roadway, edge of pavement, edge of shoulder, visible structures and the slope of the embankments. An as-built digital terrain model (DTM) will be used for preparing the cross sections. Drainage structures will also be surveyed and annotated.
- A certificate stating that compensatory storage areas/stormwater management facilities were constructed in substantial conformance with the approved development plans. Submittal shall include:
  - A tabular summary of fill and excavation volumes between 0 and 10-year, 10-year and 100-year.
  - As-built cross sections showing the areas of fill and excavation (noted above) overlaid on the existing and Phase II cross sections.
  - As-built plan with the location of cross sections, contours, and drainage structures with inverts, rims and sizes labeled.

McHenry-Lake County Soil and Water Conservation District (MLSWCD) Review. Prepare the necessary submittals required for MLSWCD's soil erosion and sediment control review and approval. Fees, if required, will be paid by the ***LPA***.

IDNR-OWR Floodway Construction Permit. Complete and submit a floodway construction permit for the Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR). The review fee will be paid by the ***ENGINEER***.

NPDES Permit. Complete and submit the National Pollutant Discharge Elimination System (NPDES) Permit, Stormwater Pollution Prevention Plan (SWPPP), Notice of Intent (NOI) and Erosion and Sediment Control Plans to IEPA. Complete BDE Forms 2342 and 2342A for inclusion into the Special Provisions. A review fee is not required since the ***LPA*** is an MS4 community.

Environmental Survey Request Addendum/Update. Prepare ESR addendum or request updates from ***DEPARTMENT*** to ensure environmental clearances are valid.

Bridge Bat Assessment. Conduct bat assessment according to ***DEPARTMENT*** procedures. The Bridge/Structure Bat Assessment form, with photographs, will be submitted to the ***DEPARTMENT***.

Aquatic Resource Delineation Update. Aquatic delineations are valid for five years. A delineation update will be completed due to the age of the original delineation according to USACE and McHenry County standards. An Aquatic Resource Delineation Report will be prepared.

Tree Survey. Trees three inches DHB and greater within project limits will be assessed according to ***DEPARTMENT*** procedures. A Tree Survey Report will be prepared.

- Trees will be tagged, surveyed, identified, and evaluated for condition and form.
- The data should be in table format and the table headings should include tag number, tree species, size (DBH), station, offset, health, structure, impact status, and suitability for preservation.

TASK 12 - PHASE III ACTIVITIES

Request for Information. Provide direction and clarification on Request for Information (RFI's) from contractor questions during the bidding process and respond to RFI's, which may include plan revisions during construction.

Shop Drawing Review. Provide shop drawing review on all items where review is required by the contract specifications and ***DEPARTMENT*** documentation procedures. Assumed reviews include, but are not limited to, the following:

- Prefabricated bridge plans
- Traffic signal equipment
- Lighting equipment

TASK 13 - MEETINGS AND COORDINATION

Meetings. Meetings will serve to discuss and resolve issues in the design engineering process. Agendas and exhibits will be prepared and distributed prior to meetings. Draft minutes will be prepared and distributed no later than five working days after the meeting. Final minutes will be distributed no later than five working days after the review period. A list of action items will be maintained and updated at each meeting. The following meetings are anticipated:

- One (1) project initiation meeting with the ***LPA***
- One (1) project initiation meeting with the ***DEPARTMENT***
- One (1) plan-in-hand field meeting with the ***LPA***
- One (1) meeting with McHenry County P&D
- One (1) meeting with U.S. Army Corps of Engineers
- One (1) pre-construction meeting with the MLSWCD
- One (1) meeting with IDOT District One Detour Committee

- One (1) pre-construction meeting with the ***DEPARTMENT***
- Three (3) meetings with McHenry County Conservation District and/or Lake in the Hills
- Three (3) property owner meetings and exhibits

TASK 14 - PROJECT ADMINISTRATION AND MANAGEMENT

Project Setup. Provide tasks including contract administration, budget control, internal project team meetings, and project close out.

Monthly Invoices and Progress Reports. Prepare and submit monthly invoices and progress reports during months when engineering activities occur, and invoices are due. Progress reports are due by the first of the month.

Project Coordination. Provide phone and email updates and general project coordination with the ***LPA*** as necessary to advance the progress of the project.

Project Schedule Monitoring. Prepare and monitor a project schedule and update quarterly as tasks or project scheduling change, as well as perform scope of services reviews, resource planning, internal team coordination and contract administration and invoicing. The schedule assumes 23 months for Phase II services and 18 months for Phase III activities.

TASK 15 – QUALITY ASSURANCE/QUALITY CONTROL

QA/QC. Establish and adhere to an approved project QA/QC plan. Submit certification of QA/QC for each submittal attesting the QA/QC plan has been implemented on the contract documents. Perform an independent peer review and constructability review of the preliminary, pre-final and final plans and documents.

TASK 16 – RIGHT-OF-WAY AND EASEMENT PLATS

Plat of Highways and legal descriptions will be prepared in accordance with ***DEPARTMENT*** and ***LPA*** standards. Right-of-way acquisition and/or easements will potentially impact 35 parcels.

Title Commitments. Title commitments for impacted parcels will be provided by the ***LPA***.

ROW Document Research. Necessary courthouse research will be performed that will include all the plats, deeds, and right-of-way documents for each parcel within the project limits and adjoining the project.

Boundary Survey and Analysis. Perform a boundary survey and analysis to determine property lines and property corners of impacted parcels.

Legal Descriptions. Legal descriptions will be prepared for the right-of-way acquisitions and easements, as determined by ownership.

Plat of Highway. A plat of highway will be prepared according to ***DEPARTMENT*** requirements for the right-of-way acquisitions and easements, as determined by ownership. The proposed right-of-way will consider proposed improvement and utility relocation.

Individual Plats. Not applicable.

Plat of Resolution. Not applicable.

Plat of Highways and legal descriptions will be submitted to the ***DEPARTMENT*** for approval.

TASK 17 – PHASE 1 DESIGN MODIFICATIONS

Re-evaluation and design of the following Phase I elements will be performed.

Existing Phase I Design Review and ORD Modeling (Subtask 1). Model the approved Phase I design in OpenRoads Designer (ORD) to establish a baseline understanding of the currently approved concept. Modeling will focus on the proposed finished ground line and key geometric elements, including the following. This effort will be limited to reproducing the approved Phase I concept and will not include redesign or optimization at this stage.

- Verify the extent of approved Phase I right-of-way (ROW) and easement impacts
- Confirm typical section limits, curb locations, median widths, and drainage footprints
- Identify locations where the approved design is driving significant ROW impacts or constructability constraints

Identification of Phase I Constraints and Parameters (Subtask 2). Based on review of the approved Phase I, identify and document design constraints that will guide all subsequent design refinement efforts, including the following. This task will establish the design parameters within which refinement alternatives will be developed and evaluated.

- Limits on vertical profile modification to maintain 3R classification and avoid reconstruction
- Constraints on horizontal geometry, intersection type, and channelization consistent with the approved Phase I
- Environmental, drainage, and ROW assumptions embedded in the approved Phase I design

Drainage Concept Evaluation Within Phase I Framework (Subtask 3). Evaluate drainage concepts within the established Phase I constraints with the objective of reducing ROW impacts while maintaining or improving system performance. This will include the following. Drainage concepts will remain conceptual and will not include detailed hydraulic design at this stage.

- Assessment of open drainage versus closed drainage opportunities where profile allows
- Identification of locations where closed drainage systems could reduce ditch widths and associated ROW needs
- Evaluation of detention requirements based on refined impervious area assumptions for up to three alternatives
- Preliminary evaluation of detention reduction strategies, including median type, median width, and surface treatment adjustments
- Evaluate changes to the proposed Phase I storm sewer design to minimize ROW impacts for up to three alternatives. Changes to the design will be evaluated conceptually. The development of updated sewer sizing calculations, profiles and details will be deferred to Subtask 10, once a preferred alternative has been identified.
- Prepare preliminary detention basin grading designs to accommodate required detention volumes and identify ROW needs for a single preferred "reduced impact" alternative. Updates to five proposed detention basins identified in Phase I anticipated.
- Update ditch sizing and ditch slopes for a single preferred "reduced impact" alternative for updated ROW needs analysis.

- Prepare concept drainage exhibits for ***LPA*** review.
- Concept drainage analysis will be summarized in a white paper memorandum for LPA review.
- No updates to the Phase I documentation including LDS or Hydraulic Study included and/or anticipated for this task.
- Hydrologic calculations from Phase I will be utilized in updated analysis.
- No roadway reconstruction alternatives will be evaluated.
- Estimated hours do not include the analysis of additional sub-alternatives or design variations of the same alternative. Ditch sizing and detention basin grading tasks noted above will only occur after the selection of a single preferred "reduced impact" alternative.

Typical Section Refinement Concepts (Subtask 4). Typical section concepts will be evaluated for feasibility, ROW impacts, and compatibility with the approved Phase I design. Develop and evaluate hybrid typical section concepts that remain consistent with the approved Phase I profile and alignment while advancing project goals. This may include:

- Evaluation of curb and gutter sections in select locations to reduce ROW impacts
- Evaluation of flush versus curbed medians, including turf medians, to reduce impervious area
- Consideration of operational needs such as disabled vehicle bypass areas where median modifications are proposed

The Drainage Concepts (Subtask 3) and Typical Section Concepts (Subtask 4) will be developed in conjunction and evaluated as integrated corridor concepts. It is anticipated that up to three overall concepts may be developed for evaluation, including the following. It is anticipated that one or more of these concepts may ultimately be applied at different segments of the corridor, depending on local conditions, constraints, and design objectives.

- Combination concrete curb and gutter at the edge of pavement (EOP) with a closed drainage system (storm sewer) in locations where the roadway profile exceeds 0.5 percent
- Shoulders with an open drainage system (ditches) in locations where the roadway profile is flatter than 0.5 percent
- A hybrid option, such as shoulders with a wide, traversable concrete gutter between the shoulder and pedestrian accommodations.

Pedestrian and Bicycle Safety Refinement Concepts (Subtask 5). Evaluate pedestrian and bicycle safety enhancements along Lakewood Road that address identified safety concerns while minimizing Phase I risk, including the following. All concepts will be developed to remain consistent with the approved Phase I roadway geometry to the greatest extent practicable.

- Evaluation of relocating pedestrian crossings at two-way stop-controlled intersections
- Evaluation of RRFB and HAWK signal applications
- Evaluation of pedestrian crossing consolidation or reduction at intersections where crossings remain
- Evaluation of refuge island modifications to address negative offset and sight-distance concerns for left-turning vehicles

Roundabout Concept Confirmation (Subtask 6). Confirm the roundabout concept consistent with the approved Phase I, including the following. This task will focus on confirming compatibility with adjacent design refinements rather than introducing new roundabout geometry

- Maintaining the previously approved location and inscribed circle diameter
- Excluding bypass lanes as part of the current scope
- Refinement of pedestrian and bicycle accommodations at the roundabout

Preliminary ROW and Easement Impact Reassessment (Subtask 7). Based on the refined concepts developed in previous subtasks, the following will be performed. This task will remain conceptual and is intended to inform decision-making, not finalize ROW limits.

- Reassess anticipated ROW and easement impacts
- Identify locations where impacts may be reduced compared to the approved Phase I
- Prepare a high-level comparison of anticipated ROW impacts relative to the approved Phase I design

Concept Screening and Recommendation (Subtask 8). Prepare a consolidated design refinement concept that best balances the following. The recommended concept will be documented at a level sufficient to support ***LPA*** review and direction.

- ROW impact reduction
- Pedestrian and bicycle safety improvements
- Drainage performance
- Consistency with the approved Phase I design and minimization of Phase I reevaluation risk

LPA Coordination and Decision Support (Subtask 9). Support County review of the refined concept, including:

- One round of review comments
- Targeted supplemental analysis to support ***LPA*** decision-making
- Incorporation of ***LPA*** direction into the preferred concept

Phase II Readiness Documentation (Subtask 10). Document the final preferred concept in a manner suitable to serve as the basis for Phase II design, including:

- Update Phase I hydrologic calculations for the Preferred Alternative.
    - Update Subarea delineation
    - Update Time of Concentration calculations
    - Update Composite “C”
    - Update Rational Method Runoff calculations using Bulletin 75 rainfall intensities
- Prepare Kishwaukee Creek updated cross sections
- Update the Kishwaukee Creek compensatory storage analysis using the updated creek cross sections and average end area calculations

- Kishwaukee Creek Hydraulic Study update
  - Recreate Natural and Existing HEC-RAS Models
  - Update Proposed HEC-RAS Permit Model and Proposed HEC-RAS Design Model
  - Update the Permit and Design Waterway Information Table (WITs)
  - No scour analysis is anticipated per the original Location Drainage Technical Memorandum (LDTM)
- Re-evaluate BMP requirements due to design adjustments
- Identify water quality treatment basins / ditch locations & concepts (Phase I design)
- The design of rain gardens or bioswales for water quality is not anticipated
- No update to EDP is anticipated
- Prepare 30% D&U sheets for Preferred Alternative, including storm sewer plan and profile
- No updates to the existing PDP sheets are anticipated
- Update Phase I LDTM

Phase I Re-Evaluation (Subtask 11). The Village has requested the scope of bicycle and pedestrian accommodations change from dual multi-use paths to a single multi-use path and a single sidewalk. In anticipation of ***DEPARTMENT*** comments the following tasks have been scoped:

- ***DEPARTMENT*** Form – Re-evaluation of Environmental Decisions for Local Public Agency Projects
- Prepare Exhibits for the ***DEPARTMENT*** Form
- Public Information Meeting – Prepare a handout, preferred improvement roll plots (2), boards (5), attendance (2 staff members), documentation of meeting. ***LPA*** shall handle notifications, newspaper advertisement and venue.
- FHWA Coordination Meeting – Prepare forms and content in advance of the meeting, attendance (2 staff members).

TASK 18 – SUPPLEMENTAL GEOTECHNICAL STUDIES

Supplemental geotechnical studies will be performed for bridge design. Geotechnical services and report will conform to the requirements of the **DEPARTMENT** *Geotechnical Manual*.

Facility Installation Permit. Prior to performing borings, a no cost ***LPA*** Facility Installation Permit is required. Exhibits showing boring locations, proposed improvements and ROW will be provided on aerial and soil map backgrounds and will be submitted to the ***LPA*** for review.

Structure Borings. Provide three structure borings to depth required for design each at the proposed bridges over Kishwaukee Creek.

Laboratory Testing. The scope will include laboratory testing per AASHTO/ASTM guidelines testing for soil index, particle size distribution, Atterberg limits, soil settlement and collapse potential, shear strength of soil and soil classification.

Geotechnical Memorandum. A memorandum report will be prepared to document the findings and recommendations including topsoil depths, undercut locations, and design recommendations. These will be used as the basis for contract plan pay items and quantities.

TASK 19– LIGHTING ANALYSIS

Provide intersection lighting plans for the proposed roundabout. Photometric calculations will be submitted with the initial 25% lighting layout, followed by preliminary plans, pre-final and final plan submittals. The work will include the following items:

- Photometric Calculations
- Voltage Drop Calculations
- Coordination with ComEd

EXCLUSIONS TO THE SCOPE OF SERVICES

The following tasks or items were deemed unnecessary and would be considered as additional services if required:

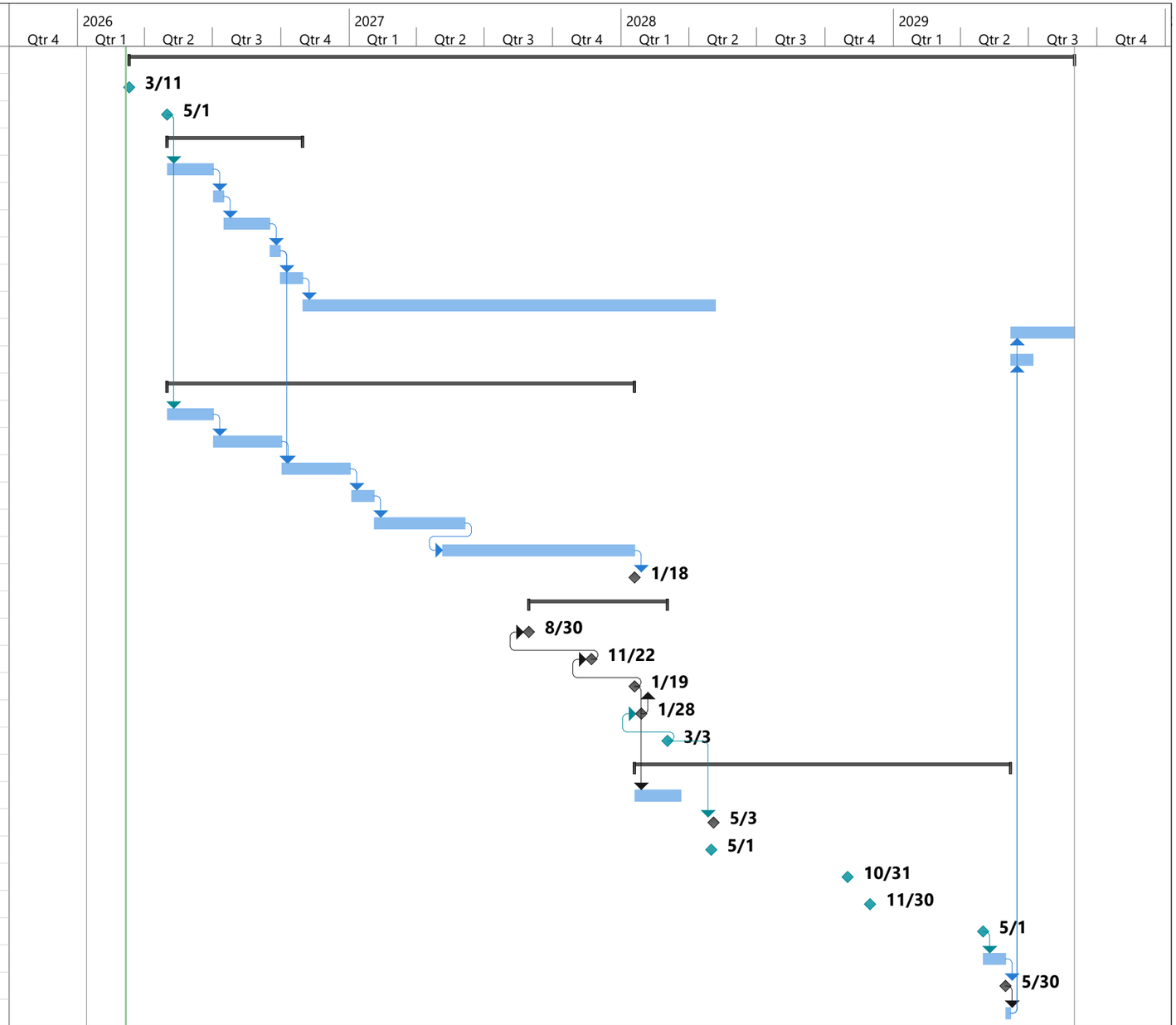
- Public hearing
- Public notices
- Wetland and stream mitigation fee
- Title commitments (By ***LPA***)
- Land acquisition services (appraisals, negotiations, closings, and certification) (By ***LPA***)
- Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR)
- Building Information Modeling (BIM), excluding grading surface models

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
County of McHenry	Crawford, Murphy & Tilly, Inc.	McHenry	18-00491-00-ES

EXHIBIT B
PROJECT SCHEDULE

See attached.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		**Phase 2 Contract**	**908 days**	**Wed 3/11/26**	**Fri 8/31/29**	
2		Contract Completion	0 days	Wed 3/11/26	Wed 3/11/26	
3		NTP	0 days	Fri 5/1/26	Fri 5/1/26	
4		**Design Modifications**	**130 days**	**Fri 5/1/26**	**Thu 10/29/26**	
5		Concept 1	44 days	Fri 5/1/26	Wed 7/1/26	3
6		Review	10 days	Thu 7/2/26	Wed 7/15/26	5
7		Concept 2	44 days	Thu 7/16/26	Tue 9/15/26	6
8		Review	10 days	Wed 9/16/26	Tue 9/29/26	7
9		Final Concept	22 days	Wed 9/30/26	Thu 10/29/26	8
10		Phase 2 Activities	396 days	Fri 10/30/26	Fri 5/5/28	9
11		As-Built Survey	62 days	Thu 6/7/29	Fri 8/31/29	36
12		ROW Monumentation	22 days	Thu 6/7/29	Fri 7/6/29	36
13		**Land Acquisition**	**448 days**	**Fri 5/1/26**	**Tue 1/18/28**	
14		Title Commitments	44 days	Fri 5/1/26	Wed 7/1/26	3
15		Existing ROW	66 days	Thu 7/2/26	Thu 10/1/26	14
16		POH & Legals	66 days	Fri 10/2/26	Fri 1/1/27	15,8
17		Review and Approval	22 days	Mon 1/4/27	Tue 2/2/27	16
18		Appraisals	88 days	Wed 2/3/27	Fri 6/4/27	17
19		Negotiations	184 days	Thu 5/6/27	Tue 1/18/28	18FS-22 days
20		ROW Attained	0 days	Tue 1/18/28	Tue 1/18/28	19
21		**State Letting**	**134 days**	**Mon 8/30/27**	**Fri 3/3/28**	
22		Prefinal PS&E	0 days	Mon 8/30/27	Mon 8/30/27	23FS-60 days
23		Final PS&E	0 days	Mon 11/22/27	Mon 11/22/27	24FS-42 days
24		ROW Certification	0 days	Wed 1/19/28	Wed 1/19/28	25FS-7 days
25		Bulletin	0 days	Fri 1/28/28	Fri 1/28/28	26FS-25 days
26		Letting	0 days	Fri 3/3/28	Fri 3/3/28	
27		**Phase 3**	**361 days**	**Wed 1/19/28**	**Wed 6/6/29**	
28		Tree Removal by McDOT	44 days	Wed 1/19/28	Mon 3/20/28	24
29		NTP	0 days	Wed 5/3/28	Wed 5/3/28	26FS+44 days
30		'28 BDE Working Day Start	0 days	Mon 5/1/28	Mon 5/1/28	
31		Interim Completion Date	0 days	Tue 10/31/28	Tue 10/31/28	
32		'28 BDE Working Day Finish	0 days	Thu 11/30/28	Thu 11/30/28	
33		'29 BDE Working Day Start	0 days	Tue 5/1/29	Tue 5/1/29	
34		Landscaping	22 days	Tue 5/1/29	Wed 5/30/29	33
35		Substantial Completion	0 days	Wed 5/30/29	Wed 5/30/29	34
36		Completion	5 days	Thu 5/31/29	Wed 6/6/29	35



Project: 2026-01-13 Schedule C
Date: Sat 3/7/26

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
County of McHenry	Crawford, Murphy & Tilly, Inc.	McHenry	18-00491-00-ES

Exhibit C
Qualification Based Selection (QBS) Checklist

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

☐ Form Not Applicable (engineering services less than the threshold)

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

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☑
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☑
3	Was the scope of services for this project clearly defined?	☐	☑
4	Was public notice given for this project?	☐	☑

If yes due date of submittal 11/12/25

Method(s) and dates: McHenry County Purchasing website (10/28/25 to 11/12/25 Daily Herald Classified (10/29/25)

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☑
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☑
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☑

Project Criteria	Weighting
Technical Approach	30%
Firm Experience	20%
Specialized Expertise	20%
Staff Capabilities	10%
Workload Capacity	10%
Past Performance	10%

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☑

Selection committee (titles) for this project

Design Manager, Design Engineer IV, Design Engineer II

Top three consultants ranked for this project in order	
1	Crawford, Murphy & Tilly, Inc.
2	RS&H, Inc.
3	Patrick Engineering Inc.

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☑
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☑
11	Were acceptable costs for this project verified?	☐	☑
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☑
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☑
14	QBS according to State requirements used?	☐	☑
15	Existing relationship used in lieu of QBS process?	☑	☐
16	LPA is a home rule community (Exempt from QBS).	☑	☐

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
County of McHenry	McHenry	18-00491-00-ES

Prime Consultant (Firm) Name	Prepared By	Date
Crawford, Murphy & Tilly, Inc.	Charles "Tice" Cole	3/11/2026

Consultant / Subconsultant Name	Job Number
Crawford, Murphy & Tilly, Inc.	N/A

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Phase 2 for the Lakewood Road Corridor between Algonquin Road and Ackman Road

PAYROLL ESCALATION TABLE

CONTRACT TERM	40	MONTHS	OVERHEAD RATE	165.15%
START DATE	5/1/2026		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2027		% OF RAISE	3.00%
END DATE	8/31/2029			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/1/2026	1/1/2027	8	20.00%
1	1/2/2027	1/1/2028	12	30.90%
2	1/2/2028	1/1/2029	12	31.83%
3	1/2/2029	9/1/2029	8	21.85%

The total escalation = 4.58%

Local Public Agency	County	Section Number
County of McHenry	McHenry	18-00491-00-ES

Consultant / Subconsultant Name	Job Number
Crawford, Murphy & Tilly, Inc.	N/A

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**90.00**
ESCALATION FACTOR	**4.58%**

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Principal	$85.76	$89.69
Project Manager	$58.66	$61.35
Civil Engineer	$38.80	$40.58
Project Civil Engineer	$47.76	$49.95
Senior Civil Engineer	$59.28	$62.00
Structural Engineer	$40.89	$42.76
Project Structural Engr	$50.10	$52.40
Senior Structural Engr	$65.13	$68.11
Senior Structural Engr 2	$75.31	$78.76
Specialty Engineer	$39.73	$41.55
Senior Specialty Engr 2	$81.68	$85.42
Specialty Professional	$38.16	$39.91
Project Specialty Prof	$48.53	$50.75
Senior Specialty Prof	$53.40	$55.85
Senior Specialty Prof 2	$70.58	$73.81
Planner	$38.18	$39.93
Project Planner	$49.21	$51.46
Senior Planner	$60.22	$62.98
Senior Planner 2	$81.00	$84.71
Environmental Scientist	$33.49	$35.02
Project Env Scientist	$49.50	$51.77
Senior Env Scientist	$58.37	$61.04
Senior Env Scientist 2	$74.42	$77.83
Admin	$32.07	$33.54
Project Technician	$39.99	$41.82
Senior Technician	$52.16	$54.55
Admin Specialist	$41.13	$43.01

Local Public Agency	County	Section Number
County of McHenry	McHenry	18-00491-00-ES

Consultant / Subconsultant Name	Job Number
Crawford, Murphy & Tilly, Inc.	N/A

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total (Payroll Only)	Contribution to Prime Consultant
Peralte Clark	221,570.00	22,157.00
American Surveying & Engineering, Ltd.	24,816.00	2,481.60
Fehr Graham	5,597.00	559.70
Rubino	4,005.00	400.50

Total	255,988.00	25,598.80

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency	County	Section Number
County of McHenry	McHenry	18-00491-00-ES

Consultant / Subconsultant Name	Job Number
Crawford, Murphy & Tilly, Inc.	N/A

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum	8900	$0.73	$6,452.50
Vehicle Owned or Leased (no mileage charge allowed)	$45.00/half day (4 hours or less) or $90/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)	1	$30.00	$30.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)	3072	$0.17	$522.24
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)	5	$100.00	$500.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Roll Plots (sq ft)	Actual Cost	50	$1.10	$55.00
Copies of Specs (page)	Actual Cost	1200	$0.15	$180.00
Binding (per set)	Actual Cost	6	$9.50	$57.00
			TOTAL DIRECT COSTS:	**$7,796.74**

Lakewood Corridor from Algonquin Rd to Ackman Rd
McHenry County Division of Transportation

Estimate of Direct Costs

Crawford, Murphy, and Tilly, Inc.

1 Early Coordination and Data Review

a Site Visits

	miles	$/mi	total	
1 trip x 100 miles round trip x $0.725	100	$ 0.725	$	72.50

Sub - total **$72.50**

2 Supplemental Surveys

Mileage

a Topographic Surveys for Base Mapping

	miles	$/mi	total	
43 trips x 100 miles round trip x $0.725	4300	$ 0.725	$	3,117.50

b Geotechnical Layout and Survey

	miles	$/mi	total	
1 trip x 100 miles round trip x $0.725	100	$ 0.725	$	72.50

d Preliminary Staking Right-of-Way / Easement Limits for Negotiation Purposes

	miles	$/mi	total	
4 trips x 100 miles round trip x $0.725	400	$ 0.725	$	290.00

e Final Staking of ROW / Permanent Easement Limits

	miles	$/mi	total	
7 trips x 100 miles round trip x $0.725	700	$ 0.725	$	507.50

Sub - total **$3,987.50**

3 Utility Coordination

a None

Sub - total **$0.00**

4 Special Waste Evaluation

a None

Sub - total **$0.00**

Lakewood Corridor from Algonquin Rd to Ackman Rd
McHenry County Division of Transportation

Estimate of Direct Costs

Crawford, Murphy, and Tilly, Inc.

5 Roadway Plans

a None - See Task 10

Sub - total **$0.00**

6 Structural Plans

a None - See Task 10

Sub - total **$0.00**

7 Quantity Calculations

a None - no printed copies anticipated (.pdf only)

Sub - total **$0.00**

8 Specifications and Special Provisions

a None - no printed copies anticipated (.pdf only)

Sub - total **$0.00**

9 Construction Estimate and Estimate of Time

a None - no printed copies anticipated (.pdf only)

Sub - total **$0.00**

10 PS&E Submittals

a Printing

	pages	sets	$/page	total
512 sheets (11x17) x 6 sets	512	6	$0.17	$522.24
200 pages (8.5x11) x 6 sets	200	6	$0.15	$180.00

	each	$/each	total
spec GBC binding	6	$4.00	$24.00
spec clear cover	6	$1.00	$6.00
binding screw post	18	$1.50	$27.00

b Mailing

UPS or Fed Ex package for IDNR permit $30.00

Sub - total **$789.24**

Lakewood Corridor from Algonquin Rd to Ackman Rd
McHenry County Division of Transportation

Estimate of Direct Costs

Crawford, Murphy, and Tilly, Inc.

11	**Permitting and Environmental Coordination**						
d	As-Built Field Surveys						
		miles		$/mi		total	
	10 trips x 100 miles round trip x $0.725	1000	$	0.725	$	725.00	
i	Bridge Bat Assessment - Site Visit						
		miles		$/mi		total	
	1 trip x 100 miles round trip x $0.725	100	$	0.725	$	72.50	
j	Wetland Delineation Update - Site Visit						
		miles		$/mi		total	
	1 trip x 100 miles round trip x $0.725	100	$	0.725	$	72.50	
k	Tree Survey and Mitigation Plan - Site Visit						
		miles		$/mi		total	
	1 trip x 100 miles round trip x $0.725	100	$	0.725	$	72.50	
	Sub - total						**$942.50**
12	**Phase III Activities**						
a	None						
	Sub - total						**$0.00**
13	**Meetings and Coordination**						
a	General Project Travel:						
		miles		$/mi		total	
	5 trips x 100 miles round trip x $0.725 Assume most meetings are virtual	500	$	0.725	$	362.50	
	Sub - total						**$362.50**
14	**Project Administration and Management**						
a	None						
	Sub - total						**$0.00**
15	**Quality Assurance/Quality Control**						
a	None						
	Sub - total						**$0.00**

Lakewood Corridor from Algonquin Rd to Ackman Rd
McHenry County Division of Transportation

Estimate of Direct Costs

Crawford, Murphy, and Tilly, Inc.

16 Right-of-Way and Easement Plats

Mileage

b Land Survey Field Work Boundary/Property/ROW lines

	miles	$/mi	total
15 trips x 100 miles round trip x $0.725	1500	$ 0.725	$ 1,087.50

Sub - total **$1,087.50**

17 Design Modifications

a Printing

	each	sqft each	$/sqft	total
Roll Plots	2	25	$1.10	$55.00
	each		$/each	
Boards	5		$100.00	$500.00

Sub - total **$555.00**

18 Supplemental Geotechnical Studies

a None

Sub - total **$0.00**

19 Lighting Analysis

a None

Sub - total **$0.00**

TOTAL **$7,796.74**

Local Public Agency
County of McHenry

County
McHenry

Section Number
18-00491-00-ES

Consultant / Subconsultant Name
Crawford, Murphy & Tilly, Inc.

Job Number
N/A

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 165.15%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
1. Early Coord. and Data Review	73	76	4,906	8,103	1,619	4,147	18,848	0.74%
2. Supplemental Surveys	3,988	1371	65,527	108,218	21,624		199,357	7.81%
3. Utility Coordination		16	992	1,638	327	98,314	101,271	3.97%
4. Special Waste Evaluation		18	1,077	1,778	355	44,072	47,282	1.85%
5. Roadway Plans		3675	189,413	312,816	62,506	223,575	788,310	30.89%
6. Structural Plans		944	44,596	73,650	14,717		132,963	5.21%
7. Quantity Calculations		408	18,198	30,054	6,005	20,919	75,176	2.95%
8. Specs and Special Provisions		148	8,840	14,600	2,917	4,873	31,230	1.22%
9. Construction Estimate and EOT		112	6,578	10,863	2,171		19,612	0.77%
10. PS&E Submittals	789	432	21,224	35,052	7,004	4,605	68,674	2.69%
11. Permitting and Env Coord.	943	643	33,598	55,487	11,087	45,503	146,618	5.74%
12. Phase III Activities		152	8,125	13,419	2,681	3,333	27,558	1.08%
13. Meetings and Coordination	363	106	6,853	11,318	2,262	18,681	39,477	1.55%
14. Project Admin and Management		167	13,614	22,483	4,493	44,713	85,303	3.34%
15. QA/QC		439	28,024	46,281	9,248	35,669	119,222	4.67%
16. ROW and Easement Plats	1,088	1173	56,456	93,238	18,631		169,413	6.64%
17. Design Modifications	555	991	51,939	85,777	17,140	263,345	418,756	16.41%
18. Supplemental Geotech Studies		25	1,647	2,720	544	25,558	30,469	1.19%
19. Lighting Analysis		48	2,345	3,873	774		6,992	0.27%
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
Subconsultant DL					25,598.80		25,599	1.00%
TOTALS	7,797	10944	563,952	931,368	211,704	837,307	2,552,128	100.00%

BLR 05514 (Rev. 1/24/26)
COST EST

Local Public Agency
County of McHenry

County
McHenry

Section Number
18-00491-00-ES

Consultant / Subconsultant Name
Crawford, Murphy & Tilly, Inc.

Job Number
N/A

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1. Early Coord. and Data Review			2. Supplemental Surveys			3. Utility Coordination			4. Special Waste Evaluation			5. Roadway Plans		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	89.69	400.0	3.65%	3.28	16	21.05%	18.88	5	0.36%	0.33							40	1.09%	0.98
Project Manager	61.35	785.0	7.17%	4.40	32	42.11%	25.83										160	4.35%	2.67
Civil Engineer	40.58	2,228.0	20.36%	8.26				10	0.73%	0.30							1067	29.03%	11.78
Project Civil Engineer	49.95	1,543.0	14.10%	7.04	16	21.05%	10.52	44	3.21%	1.60				2	11.11%	5.55	1014	27.59%	13.78
Senior Civil Engineer	62.00	1,406.0	12.85%	7.96							16	100.00%	62.00				926	25.20%	15.62
Structural Engineer	42.76	586.0	5.35%	2.29															
Project Structural Engr	52.40	121.0	1.11%	0.58															
Senior Structural Engr	68.11	100.0	0.91%	0.62	4	5.26%	3.58												
Senior Structural Engr 2	78.76	0.0																	
Specialty Engineer	41.55	188.0	1.72%	0.71													124	3.37%	1.40
Senior Specialty Engr 2	85.42	245.0	2.24%	1.91				60	4.38%	3.74							24	0.65%	0.56
Specialty Professional	39.91	571.0	5.22%	2.08				44	3.21%	1.28									
Project Specialty Prof	50.75	2.0	0.02%	0.01				2	0.15%	0.07									
Senior Specialty Prof	55.85	0.0																	
Senior Specialty Prof 2	73.81	214.0	1.96%	1.44				158	11.52%	8.51									
Planner	39.93	0.0																	
Project Planner	51.46	0.0																	
Senior Planner	62.98	0.0																	
Senior Planner 2	84.71	0.0																	
Environmental Scientist	35.02	0.0																	
Project Env Scientist	51.77	217.0	1.98%	1.03															
Senior Env Scientist	61.04	16.0	0.15%	0.09										16	88.89%	54.26			
Senior Env Scientist 2	77.83	0.0																	
Admin	33.54	0.0																	
Project Technician	41.82	1,504.0	13.74%	5.75				1048	76.44%	31.97									
Senior Technician	54.55	810.0	7.40%	4.04	8	10.53%	5.74										320	8.71%	4.75
Admin Specialist	43.01	8.0	0.07%	0.03															
TOTALS		10944.0	100%	$51.53	76.0	100.00%	$64.55	1371.0	100%	$47.79	16.0	100%	$62.00	18.0	100%	$59.81	3675.0	100%	$51.54

Local Public Agency
County of McHenry

County
McHenry

Section Number
18-00491-00-ES

Consultant / Subconsultant Name
Crawford, Murphy & Tilly, Inc.

Job Number
N/A

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	6. Structural Plans			7. Quantity Calculations			8. Specs and Special Provisions			9. Construction Estimate and EOT			10. PS&E Submittals			11. Permitting and Env Coord.		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	89.69	28	2.97%	2.66							7	6.25%	5.61						
Project Manager	61.35	7	0.74%	0.45				12	8.11%	4.97	7	6.25%	3.83				110	17.11%	10.49
Civil Engineer	40.58	110	11.65%	4.73	260	63.73%	25.86							192	44.44%	18.03			
Project Civil Engineer	49.95	100	10.59%	5.29	120	29.41%	14.69				16	14.29%	7.14	120	27.78%	13.87			
Senior Civil Engineer	62.00	8	0.85%	0.53	24	5.88%	3.65	120	81.08%	50.27	32	28.57%	17.71	120	27.78%	17.22	8	1.24%	0.77
Structural Engineer	42.76	546	57.84%	24.73															
Project Structural Engr	52.40	97	10.28%	5.38															
Senior Structural Engr	68.11	48	5.08%	3.46															
Senior Structural Engr 2	78.76																		
Specialty Engineer	41.55				4	0.98%	0.41	16	10.81%	4.49	4	3.57%	1.48						
Senior Specialty Engr 2	85.42										2	1.79%	1.53				28	4.35%	3.72
Specialty Professional	39.91																		
Project Specialty Prof	50.75																		
Senior Specialty Prof	55.85																		
Senior Specialty Prof 2	73.81																		
Planner	39.93																		
Project Planner	51.46																		
Senior Planner	62.98																		
Senior Planner 2	84.71																		
Environmental Scientist	35.02																		
Project Env Scientist	51.77																217	33.75%	17.47
Senior Env Scientist	61.04																		
Senior Env Scientist 2	77.83																		
Admin	33.54																		
Project Technician	41.82																200	31.10%	13.01
Senior Technician	54.55										44	39.29%	21.43				80	12.44%	6.79
Admin Specialist	43.01																		
TOTALS		944.0	100%	$47.24	408.0	100%	$44.60	148.0	100%	$59.73	112.0	100%	$58.73	432.0	100%	$49.13	643.0	100%	$52.25

Local Public Agency
County of McHenry

County
McHenry

Section Number
18-00491-00-ES

Consultant / Subconsultant Name
Crawford, Murphy & Tilly, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 3 **OF** 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	12. Phase III Activities			13. Meetings and Coordination			14. Project Admin and Management			15. QA/QC			16. ROW and Easement Plats			17. Design Modifications		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	89.69				34	32.08%	28.77	120	71.86%	64.45	56	12.76%	11.44	14	1.19%	1.07	80	8.07%	7.24
Project Manager	61.35				30	28.30%	17.36	41	24.55%	15.06	20	4.56%	2.79				365	36.83%	22.60
Civil Engineer	40.58				26	24.53%	9.95				16	3.64%	1.48	30	2.56%	1.04	517	52.17%	21.17
Project Civil Engineer	49.95	32	21.05%	10.52	10	9.43%	4.71	4	2.40%	1.20	16	3.64%	1.82	28	2.39%	1.19	21	2.12%	1.06
Senior Civil Engineer	62.00	24	15.79%	9.79							120	27.33%	16.95						
Structural Engineer	42.76	40	26.32%	11.25															
Project Structural Engr	52.40	24	15.79%	8.27															
Senior Structural Engr	68.11	24	15.79%	10.75	6	5.66%	3.86	2	1.20%	0.82									
Senior Structural Engr 2	78.76																		
Specialty Engineer	41.55																		
Senior Specialty Engr 2	85.42										14	3.19%	2.72	109	9.29%	7.94			
Specialty Professional	39.91													527	44.93%	17.93			
Project Specialty Prof	50.75																		
Senior Specialty Prof	55.85																		
Senior Specialty Prof 2	73.81										49	11.16%	8.24	7	0.60%	0.44			
Planner	39.93																		
Project Planner	51.46																		
Senior Planner	62.98																		
Senior Planner 2	84.71																		
Environmental Scientist	35.02																		
Project Env Scientist	51.77																		
Senior Env Scientist	61.04																		
Senior Env Scientist 2	77.83																		
Admin	33.54																		
Project Technician	41.82													256	21.82%	9.13			
Senior Technician	54.55	8	5.26%	2.87							148	33.71%	18.39	202	17.22%	9.39			
Admin Specialist	43.01																8	0.81%	0.35
TOTALS		152.0	100%	$53.46	106.0	100%	$64.65	167.0	100%	$81.52	439.0	100%	$63.84	1173.0	100%	$48.13	991.0	100%	$52.41

Local Public Agency
County of McHenry

County
McHenry

Section Number
18-00491-00-ES

Consultant / Subconsultant Name
Crawford, Murphy & Tilly, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 4 **OF** 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	18. Supplemental Geotech Studies			19. Lighting Analysis														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	89.69																		
Project Manager	61.35	1	4.00%	2.45															
Civil Engineer	40.58																		
Project Civil Engineer	49.95																		
Senior Civil Engineer	62.00	8	32.00%	19.84															
Structural Engineer	42.76																		
Project Structural Engr	52.40																		
Senior Structural Engr	68.11	16	64.00%	43.59															
Senior Structural Engr 2	78.76																		
Specialty Engineer	41.55				40	83.33%	34.63												
Senior Specialty Engr 2	85.42				8	16.67%	14.24												
Specialty Professional	39.91																		
Project Specialty Prof	50.75																		
Senior Specialty Prof	55.85																		
Senior Specialty Prof 2	73.81																		
Planner	39.93																		
Project Planner	51.46																		
Senior Planner	62.98																		
Senior Planner 2	84.71																		
Environmental Scientist	35.02																		
Project Env Scientist	51.77																		
Senior Env Scientist	61.04																		
Senior Env Scientist 2	77.83																		
Admin	33.54																		
Project Technician	41.82																		
Senior Technician	54.55																		
Admin Specialist	43.01																		
TOTALS		25.0	100%	$65.89	48.0	100%	$48.86	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
McHenry County DOT	McHenry County	18-00491-00-ES

Prime Consultant (Firm) Name	Prepared By	Date
CMT	John A. Clark	3/9/2026

Consultant / Subconsultant Name	Job Number
Peralte-Clark, LLC	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	**24**	**MONTHS**	**OVERHEAD RATE**	**167.25%**
START DATE	**4/1/2026**		**COMPLEXITY FACTOR**	**0**
RAISE DATE	**1/1/2027**		**% OF RAISE**	**3.00%**
END DATE	3/31/2028			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2026	1/1/2027	9	37.50%
1	1/2/2027	1/1/2028	12	51.50%
2	1/2/2028	4/1/2028	3	13.26%

The total escalation = 2.26%

Local Public Agency	County	Section Number
McHenry County DOT	McHenry County	18-00491-00-ES

Consultant / Subconsultant Name	Job Number
Peralte-Clark, LLC	

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**90.00**
ESCALATION FACTOR	**2.26%**

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Business Unit Leader	$90.00	$90.00
Engineering Chief - 4	$90.00	$90.00
Engineering Operations Sr. Manager	$90.00	$90.00
Engineering Director - 3	$90.00	$90.00
Senior Project Manager - 4	$84.48	$86.39
Assistant Project Manager - 1	$66.59	$68.10
Senior Project Engineer - 6	$83.53	$85.42
Project Engineer - 5	$65.30	$66.78
Senior Design Enginer - 4	$63.40	$64.83
Design Engineer - 3	$52.68	$53.87
Design Engineer - 2	$48.73	$49.83
Design Engineer - 1	$42.17	$43.12
Construction Engineer - 4	$61.46	$62.85
Construction Engineer - 3	$56.49	$57.77
Administrative Coordinator	$46.88	$47.94
Engineering Co-op	$23.00	$23.52

Local Public Agency	County	Section Number
McHenry County DOT	McHenry County	18-00491-00-ES
Consultant / Subconsultant Name		**Job Number**
Peralte-Clark, LLC		

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total (Payroll Only)	Contribution to Prime Consultant

Local Public Agency	County	Section Number
McHenry County DOT	McHenry County	18-00491-00-ES
Consultant / Subconsultant Name		**Job Number**
Peralte-Clark, LLC		

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum	750	$0.73	$543.75
Vehicle Owned or Leased (no mileage charge allowed)	$45.00/half day (4 hours or less) or $90/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)	2	$55.00	$110.00
Tolls	Actual Cost	1	$50.00	$50.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)	4	$30.00	$120.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)	1	$500.00	$500.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
IDNR-OWR Fee	Actual Cost	1	$5,000.00	$5,000.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$6,323.75**

July 1, 2025 thru June 30, 2026

OFFICE OF WATER RESOURCES PERMIT APPLICATION FEE NOTICE

Effective July 1, 2025, the IDNR Office of Water Resources base principal review fees have been adjusted to account for inflation. The U.S. Bureau of Labor Statistics' Consumer Price Index Table for all urban consumers (CPI-U), U.S. city average, all items, base period 1982-1984=100 (Series ID: CUUR0000SA0) has been used to calculate the adjustment factor. The adjustment factor for fiscal year 2026 (July 1, 2025 – June 30, 2026) is: [CPI for May 2025 (321.465) ÷ CPI for June 2013 (233.504)] = 1.377. In accordance with the Part 3700 Floodway Construction, Part 3702 Dam Safety, Part 3704 Public Waters, and Part 3708 Floodway Construction in Northeastern Illinois administrative rules, the base fee amounts in those rules have been multiplied by this factor and rounded to the nearest $10 to compute the fiscal year 2025 review fees. **A summary of the July 1, 2025, through June 30, 2026, application review fees follows**:

1) **PERMIT REQUIRED DETERMINATION: $0**

All applications and written inquiries received will be reviewed free of charge to determine whether or not the dam and/or floodway work proposed requires authorization by the Department, so long as sufficient information is provided for the Department to make that determination. If a permit authorization is not required for the activity proposed, or is already covered by Statewide Permit authorization, the applicant will be notified of such determination. If a permit is required for the activity proposed and is not already permitted by Statewide Permit authorization, permit applicants must pay a non-refundable permit application review fee determined by the Department to allow review of the permit application to continue. The applicant shall be notified of that determination in writing, immediately after this initial review of the application. Applications will be deemed withdrawn if the review fee is not received within 90 days after the applicant is notified of the amount of the fee**.**

2) **REVIEW FEE:** $ varies

Application processing shall not be initiated until the review fee is received.

$280 for Department documentation of construction activities that occur within the floodway boundaries of an approved delegated community. This fee must be provided to the Department prior to delegation of the application for review;

$280 for previously permitted appropriate uses or floodway construction activities requiring new permit authorization in accordance with provisions in the rules preventing the transfer of permits, and not involving any changes from the previously permitted activity;

$690 for construction activities that meet the terms and conditions of a general permit;

$1,380 for construction activities that the Department determines would not require review of a hydrologic and/or hydraulic analysis to demonstrate compliance with the rules;

$2,070 for operating authorization for an existing dam (Class I, II, and III);

$3,440 for construction activities such as levees, certain bridge/culvert crossings, and major floodway filling that the Department determines will require review of a hydrologic and/or hydraulic analysis to demonstrate compliance with the **Part 3700 rules**. The review fee will be **capped at $5,000 for applications requiring public notice;**

$3,440 for **Public Water** construction activities that the Department determines would not likely cause any of the impacts listed in Section 3704.80(a);

$3,440 for removal of a dam (Class I, II, and III);

$3,440 for major modification of an existing Class III Dam;

$4,130 for construction activities in Northeastern Illinois (**3708 rules area**) such as levees, bridges, culverts, channel modifications, and public flood control projects that the Department determines will require review of a hydrologic and/or hydraulic analysis to demonstrate compliance with departmental standards. The review fee will be **capped at $5,000 for applications requiring public notice;**

$4,820 for major modification of an existing Class I or Class II Dam;

$5,000 for **Public Water** construction activities such as new barge terminals, marinas and water level management structures that would likely cause one or more of the impacts listed in Section 3704.80(a);

$5,000 for construction of a new Class I, Class II, or Class III Dam;

If the construction activity being applied for also requires authorization under other IDNR/OWR regulations, the review fee for each authorization shall be added to calculate the total review fee. The total review fee shall continue to be capped at $5,000.

In accordance with the Rivers, Lakes and Streams Act, the collected fees will be deposited into the State Boating Act Fund for use by the IDNR alone to help defray a portion of the ordinary and contingent expenses of the IDNR.

Thank you for your cooperation in this matter.

Local Public Agency
McHenry County DOT

County
McHenry County

Section Number
18-00491-00-ES

Consultant / Subconsultant Name
Peralte-Clark, LLC

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 167.25%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Task 1 – Early Coord.& Data Review		22	1,381	2,310	456		4,147	0.62%
Task 3 - Utility Coord.		12	740	1,238	244		2,222	0.33%
Task 5 - Roadway Plans		1203	74,463	124,539	24,573		223,575	33.29%
Task 7 - Quantity Calculations		120	6,967	11,653	2,299		20,919	3.11%
Task 8 - Specs. & Special Provisions		24	1,623	2,714	536		4,873	0.73%
Task 10 - PS&E Submittals		24	1,534	2,565	506		4,605	0.69%
Task 11 - Permitting & Env. Coord.		232	15,155	25,347	5,001		45,503	6.78%
Task 12 - Phase III Activities		18	1,110	1,857	366		3,333	0.50%
Task 13 - Meetings & Coord.		92	6,222	10,406	2,053		18,681	2.78%
Task 14 - Project Admin. & Mgmt.	6,324	148	12,786	21,384	4,219		44,713	6.66%
Task 15 - QA/QC		132	11,880	19,869	3,920		35,669	5.31%
Task 17-03 - Drainage Concept Eval.		796	49,764	83,230	16,422		149,416	22.25%
Task 17-10 - Phase II Readiness Doc.		612	37,945	63,462	12,522		113,929	16.96%
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Subconsultant DL					0.00			
TOTALS	6,324	3435	221,570	370,574	73,117	-	671,585	100.00%

Local Public Agency
McHenry County DOT

County
McHenry County

Section Number
18-00491-00-ES

Consultant / Subconsultant Name
Peralte-Clark, LLC

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Task 1 – Early Coord.& Data Review			Task 3 - Utility Coord.			Task 5 - Roadway Plans			Task 7 - Quantity Calculations			Task 8 - Specs. & Special Provisions		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Business Unit Leader	90.00	0.0																	
Engineering Chief - 4	90.00	132.0	3.84%	3.46															
Engineering Operations Sr. Manager	90.00	0.0																	
Engineering Director - 3	90.00	0.0																	
Senior Project Manager - 4	86.39	428.0	12.46%	10.76							120	9.98%	8.62						
Assistant Project Manager - 1	68.10	0.0																	
Senior Project Engineer - 6	85.42	786.0	22.88%	19.55	8	36.36%	31.06	4	33.33%	28.47	220	18.29%	15.62	30	25.00%	21.35	12	50.00%	42.71
Project Engineer - 5	66.78	183.0	5.33%	3.56							183	15.21%	10.16						
Senior Design Enginer - 4	64.83	4.0	0.12%	0.08															
Design Engineer - 3	53.87	802.0	23.35%	12.58							200	16.63%	8.96	30	25.00%	13.47			
Design Engineer - 2	49.83	366.0	10.66%	5.31	14	63.64%	31.71	8	66.67%	33.22	240	19.95%	9.94	30	25.00%	12.46	12	50.00%	24.92
Design Engineer - 1	43.12	734.0	21.37%	9.21							240	19.95%	8.60	30	25.00%	10.78			
Construction Engineer - 4	62.85	0.0																	
Construction Engineer - 3	57.77	0.0																	
Administrative Coordinator	47.94	0.0																	
Engineering Co-op	23.52	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
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		0.0																	
TOTALS		3435.0	100%	$64.50	22.0	100.00%	$62.77	12.0	100%	$61.69	1203.0	100%	$61.90	120.0	100%	$58.06	24.0	100%	$67.63

Local Public Agency
McHenry County DOT

County
McHenry County

Section Number
18-00491-00-ES

Consultant / Subconsultant Name
Peralte-Clark, LLC

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 **OF** 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task 10 - PS&E Submittals			Task 11 - Permitting & Env. Coord.			Task 12 - Phase III Activities			Task 13 - Meetings & Coord.			Task 14 - Project Admin. & Mgmt.			Task 15 - QA/QC		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Business Unit Leader	90.00																		
Engineering Chief - 4	90.00																132	100.00%	90.00
Engineering Operations Sr. M	90.00																		
Engineering Director - 3	90.00																		
Senior Project Manager - 4	86.39	4	16.67%	14.40	16	6.90%	5.96							148	100.00%	86.39			
Assistant Project Manager - 1	68.10																		
Senior Project Engineer - 6	85.42	4	16.67%	14.24	80	34.48%	29.45	6	33.33%	28.47	46	50.00%	42.71						
Project Engineer - 5	66.78																		
Senior Design Enginer - 4	64.83	4	16.67%	10.81															
Design Engineer - 3	53.87	4	16.67%	8.98	100	43.10%	23.22												
Design Engineer - 2	49.83	4	16.67%	8.31				12	66.67%	33.22	46	50.00%	24.92						
Design Engineer - 1	43.12	4	16.67%	7.19	36	15.52%	6.69												
Construction Engineer - 4	62.85																		
Construction Engineer - 3	57.77																		
Administrative Coordinator	47.94																		
Engineering Co-op	23.52																		
TOTALS		24.0	100%	$63.91	232.0	100%	$65.32	18.0	100%	$61.69	92.0	100%	$67.63	148.0	100%	$86.39	132.0	100%	$90.00

Local Public Agency
McHenry County DOT

County
McHenry County

Section Number
18-00491-00-ES

Consultant / Subconsultant Name
Peralte-Clark, LLC

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 3 **OF** 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task 17-03 - Drainage Concept Eval.			Task 17-10 - Phase II Readiness Doc.														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Business Unit Leader	90.00																		
Engineering Chief - 4	90.00																		
Engineering Operations Sr. M	90.00																		
Engineering Director - 3	90.00																		
Senior Project Manager - 4	86.39	80	10.05%	8.68	60	9.80%	8.47												
Assistant Project Manager - 1	68.10																		
Senior Project Engineer - 6	85.42	212	26.63%	22.75	164	26.80%	22.89												
Project Engineer - 5	66.78																		
Senior Design Enginer - 4	64.83																		
Design Engineer - 3	53.87	280	35.18%	18.95	188	30.72%	16.55												
Design Engineer - 2	49.83																		
Design Engineer - 1	43.12	224	28.14%	12.14	200	32.68%	14.09												
Construction Engineer - 4	62.85																		
Construction Engineer - 3	57.77																		
Administrative Coordinator	47.94																		
Engineering Co-op	23.52																		
TOTALS		796.0	100%	$62.52	612.0	100%	$62.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
County of McHenry	McHenry	18-00491-00-ES

Prime Consultant (Firm) Name	Prepared By	Date
CMT	Dan Woessner	3/2/2026

Consultant / Subconsultant Name	Job Number
American Surveying & Engineering, Ltd.	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	**24**	**MONTHS**	**OVERHEAD RATE**	**183.30%**
START DATE	**4/1/2026**		**COMPLEXITY FACTOR**	
RAISE DATE	**1/1/2027**		**% OF RAISE**	**3.00%**
END DATE	3/31/2028			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2026	1/1/2027	9	37.50%
1	1/2/2027	1/1/2028	12	51.50%
2	1/2/2028	4/1/2028	3	13.26%

The total escalation = 2.26%

Printed 3/2/2026
Page 1 of 1

BLR 05514 (Rev. 1/24/26)
ESCALATION

Local Public Agency	County	Section Number
County of McHenry	McHenry	18-00491-00-ES

Consultant / Subconsultant Name	Job Number
American Surveying & Engineering, Ltd.	

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**90.00**
ESCALATION FACTOR	**2.26%**

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
PRINCIPAL IN CHARGE	$90.00	$90.00
PROJECT MANAGER	$87.80	$89.79
PROJECT SURVEYOR/ENGINEER 4	$87.67	$89.65
PROJECT SURVEYOR/ENGINEER 3	$72.64	$74.28
PROJECT SURVEYOR/ENGINEER 2	$53.85	$55.07
PROJECT SURVEYOR/ENGINEER 1	$42.05	$43.00
CADD TECHNICIANS	$48.53	$49.63
ENGINEERING/SURVEY TECHNICIAN 4	$70.17	$71.76
ENGINEERING/SURVEY TECHNICIAN 3	$45.44	$46.47
ENGINEERING/SURVEY TECHNICIAN 2	$33.58	$34.34
ENGINEERING/SURVEY TECHNICIAN 1	$24.71	$25.27
RIGHT-OF-WAY SPECIALIST 4	$64.82	$66.29
RIGHT-OF-WAY SPECIALIST 3	$50.00	$51.13
RIGHT-OF-WAY SPECIALIST 2	$37.82	$38.68
RIGHT-OF-WAY SPECIALIST 1	$23.95	$24.49
SUBSURFACE UTILITY ENGINEER 4	$54.34	$55.57
SUBSURFACE UTILITY ENGINEER 3	$48.02	$49.11
SUBSURFACE UTILITY ENGINEER 2	$34.43	$35.21
SUBSURFACE UTILITY ENGINEER 1	$25.97	$26.56
ADMINISTRATIVE/CLERICAL 3	$36.00	$36.81
ADMINISTRATIVE/CLERICAL 2	$26.60	$27.20

Local Public Agency	County	Section Number
County of McHenry	McHenry	18-00491-00-ES

Consultant / Subconsultant Name	Job Number
American Surveying & Engineering, Ltd.	

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			$0.00
Vehicle Owned or Leased (no mileage charge allowed)	$45.00/half day (4 hours or less) or $90/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)	10	$1,760.00	$17,600.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	$17,600.00

Local Public Agency
County of McHenry

County
McHenry

Section Number
18-00491-00-ES

Consultant / Subconsultant Name
American Surveying & Engineering, Ltd.

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 183.30%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
1.0 Administration		20	1,504	2,756	496		4,756	4.95%
2.0 Data Compilation		6	398	730	131		1,259	1.31%
3.0 Horizontal & Vertical Control		20	897	1,644	296		2,837	2.95%
4.0 Subsurface Utility Engineering	17,600	366	15,480	28,375	5,108		66,563	69.27%
5.0 Utility Company Coordination		58	3,027	5,548	999		9,574	9.96%
6.0 Conflict Analysis		32	1,714	3,142	566		5,422	5.64%
7.0 QA/QC		20	1,796	3,292	593		5,681	5.91%
8			-	-	-		-	0.00%
9			-	-	-		-	0.00%
10			-	-	-		-	0.00%
11			-	-	-		-	0.00%
12			-	-	-		-	0.00%
13			-	-	-		-	0.00%
14			-	-	-		-	0.00%
15			-	-	-		-	0.00%
16			-	-	-		-	0.00%
17			-	-	-		-	0.00%
18			-	-	-		-	0.00%
19			-	-	-		-	0.00%
20			-	-	-		-	0.00%
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Subconsultant DL					0.00			
TOTALS	17,600	522	24,816	45,487	8,189	-	96,092	100.00%

BLR 05514 (Rev. 1/24/26)
COST EST

Local Public Agency
County of McHenry

County
McHenry

Section Number
18-00491-00-ES

Consultant / Subconsultant Name
American Surveying & Engineering, Ltd.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1.0 Administration			2.0 Data Compilation			3.0 Horizontal & Vertical Control			4.0 Subsurface Utility Engineering			5.0 Utility Company Coordination		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL IN CHARGE	90.00	0.0			0			0			0			0			0		
PROJECT MANAGER	89.79	43.0	8.24%	7.40	6	30.00%	26.94	3	50.00%	44.89	0			8	2.19%	1.96	2	3.45%	3.10
PROJECT SURVEYOR/ENGINEER 4	89.65	10.0	1.92%	1.72	0			0			0			10	2.73%	2.45	0		
PROJECT SURVEYOR/ENGINEER 3	74.28	36.0	6.90%	5.12	12	60.00%	44.57	0			0			18	4.92%	3.65	6	10.34%	7.68
PROJECT SURVEYOR/ENGINEER 2	55.07	0.0			0			0			0			0			0		
PROJECT SURVEYOR/ENGINEER 1	43.00	67.0	12.84%	5.52	0			3	50.00%	21.50	0			18	4.92%	2.11	30	51.72%	22.24
CADD TECHNICIANS	49.63	0.0			0			0			0			0			0		
ENGINEERING/SURVEY TECHNICIAN 4	71.76	0.0			0			0			0			0			0		
ENGINEERING/SURVEY TECHNICIAN 3	46.47	0.0			0			0			0			0			0		
ENGINEERING/SURVEY TECHNICIAN 2	34.34	0.0			0			0			0			0			0		
ENGINEERING/SURVEY TECHNICIAN 1	25.27	0.0			0			0			0			0			0		
RIGHT-OF-WAY SPECIALIST 4	66.29	0.0			0			0			0			0			0		
RIGHT-OF-WAY SPECIALIST 3	51.13	0.0			0			0			0			0			0		
RIGHT-OF-WAY SPECIALIST 2	38.68	0.0			0			0			0			0			0		
RIGHT-OF-WAY SPECIALIST 1	24.49	0.0			0			0			0			0			0		
SUBSURFACE UTILITY ENGINEER 4	55.57	48.0	9.20%	5.11	0			0			4	20.00%	11.11	12	3.28%	1.82	20	34.48%	19.16
SUBSURFACE UTILITY ENGINEER 3	49.11	108.0	20.69%	10.16	0			0			8	40.00%	19.64	100	27.32%	13.42	0		
SUBSURFACE UTILITY ENGINEER 2	35.21	108.0	20.69%	7.28	0			0			8	40.00%	14.08	100	27.32%	9.62	0		
SUBSURFACE UTILITY ENGINEER 1	26.56	100.0	19.16%	5.09	0			0			0			100	27.32%	7.26	0		
ADMINISTRATIVE/CLERICAL 3	36.81	2.0	0.38%	0.14	2	10.00%	3.68	0			0			0			0		
ADMINISTRATIVE/CLERICAL 2	27.20	0.0			0			0			0			0			0		
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TOTALS		522.0	100%	$47.54	20.0	100.00%	$75.19	6.0	100%	$66.39	20.0	100%	$44.84	366.0	100%	$42.29	58.0	100%	$52.18

Local Public Agency
County of McHenry

County
McHenry

Section Number
18-00491-00-ES

Consultant / Subconsultant Name
American Surveying & Engineering, Ltd.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 **OF** 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	6.0 Conflict Analysis			7.0 QA/QC			8			9			10			11		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL IN CHARGE	90.00	0			0			0			0			0			0		
PROJECT MANAGER	89.79	4	12.50%	11.22	20	100.00%	89.79	0			0			0			0		
PROJECT SURVEYOR/ENGINEER 4	89.65	0			0			0			0			0			0		
PROJECT SURVEYOR/ENGINEER 3	74.28	0			0			0			0			0			0		
PROJECT SURVEYOR/ENGINEER 2	55.07	0			0			0			0			0			0		
PROJECT SURVEYOR/ENGINEER 1	43.00	16	50.00%	21.50	0			0			0			0			0		
CADD TECHNICIANS	49.63	0			0			0			0			0			0		
ENGINEERING/SURVEY TECHNICIAN 4	71.76	0			0			0			0			0			0		
ENGINEERING/SURVEY TECHNICIAN 3	46.47	0			0			0			0			0			0		
ENGINEERING/SURVEY TECHNICIAN 2	34.34	0			0			0			0			0			0		
ENGINEERING/SURVEY TECHNICIAN 1	25.27	0			0			0			0			0			0		
RIGHT-OF-WAY SPECIALIST 4	66.29	0			0			0			0			0			0		
RIGHT-OF-WAY SPECIALIST 3	51.13	0			0			0			0			0			0		
RIGHT-OF-WAY SPECIALIST 2	38.68	0			0			0			0			0			0		
RIGHT-OF-WAY SPECIALIST 1	24.49	0			0			0			0			0			0		
SUBSURFACE UTILITY ENGINEER 4	55.57	12	37.50%	20.84	0			0			0			0			0		
SUBSURFACE UTILITY ENGINEER 3	49.11	0			0			0			0			0			0		
SUBSURFACE UTILITY ENGINEER 2	35.21	0			0			0			0			0			0		
SUBSURFACE UTILITY ENGINEER 1	26.56	0			0			0			0			0			0		
ADMINISTRATIVE/CLERICAL 3	36.81	0			0			0			0			0			0		
ADMINISTRATIVE/CLERICAL 2	27.20	0			0			0			0			0			0		
TOTALS		32.0	100%	$53.56	20.0	100%	$89.79	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

Scope of Work

PROJECT SUMMARY

Project Name: Phase II Engineering for Lakewood Road Corridor Project ASE Proposal No.: 225109

Owner: McHenry County Division of Transportation Date: January 14, 2026

Agent: CMT Revision Date: January 21, 2026

March 2, 2026

Project Description – ASE will provide utility coordination, conflict analysis, and Subsurface Utility Engineering Services for the Phase II Engineering for the construction of a multi-use path along both the east and west sides of Lakewood Road, widening of the road to provide median refuge islands at multiple intersections, construction of two new pedestrian structures over the Kishwaukee Creek just north of Miller Road intersection, and the construction of a roundabout at Lakewood Road and Miller Road Intersection.

For utility coordination, ASE notes the following aspects of the project.

A. Conduct Design JULIE and collect Atlas (Level D) utility Data.

B. Coordinate with Roadway Designers.

C. Prepare Utility Conflict Matrix via designer coordination.

D. Submit proposed roadway plans, by others, depicting the existing utility data to each utility entity involved.

E. Solicit Utility company plan markups / responses.

F. Address Utility company comments / revise existing utility plans if required.

For Subsurface Utility Engineering (SUE) notes the following aspects of the project.

A. This proposal assumes 10 SUE Quality Level A Test Holes to be performed at locations directed by CMT and the County. We assume the test holes will not be in pavement. Each test hole will require 500 linear feet of SUE Quality Level B designating to confirm horizontal location of utility before exposure. A full SUE Quality Level B study of the project limits will not be performed.

Project Location – Lakewood Road, Lake in the Hills.

Project Limits – The Project Limits are Lakewood Road from Algonquin Road to Ackman Road. Those limits are shown in blue in the exhibit below. ASE's SUE Study's will be within the proposed right-of-way and temporary easements of Lakewood Road and the cross streets.



GENERAL CONDITIONS AND SCOPE ASSUMPTIONS

1. All previous and relevant survey information, such as Preliminary Surveys and construction plans, if available, will be provided to ASE at no cost prior to starting the work.
2. Subsurface Utility Engineering (SUE) standards referred to within this scope of work are in accordance with the CI/ASCE 38-22 Standard Guideline for Investigating and Documenting Existing Utilities.
3. American Surveying & Engineering shall not be responsible for any erroneous or missing information provided by underground utility providers.
4. Owner/Agent will provide a Letter of Introduction to facilitate field operations.
5. Hazardous Waste sites designated as requiring protective equipment of "Class D" or greater will not be entered unless provided for otherwise in the Scope of Work Tasks. ASE does not engage in the cleanup, handling, or disposal of biological waste, regulated medical waste, or sharps.
6. American Surveying & Engineering is not signatory to any organized labor agreements. We will not provide services in any capacity where labor disputes may exist. We will not be responsible for costs or delays associated with labor disputes relevant to work on this project.
7. Field work performed on this project is subject to the vagaries of weather. In the event weather impairs our ability to perform any specified professional services, we will contact the Owner/Agent to determine changes in schedule or cost. No additional work will be performed until the Owner/Agent has reviewed and approved a revised cost or schedule.
8. Manholes or other confined spaces (as defined by OSHA) will not be entered or cleaned. Invert elevation, pipe size/type were obtained from surface level and should be used as a check on plan information only. For design purposes field verification by below grade examination (SUE) should be performed.
9. This proposal assumes the flowlines of project drainage structures (culverts, manholes, inlets, etc.) will be surveyed as existing conditions by others. ASE will not clean, excavate, pump or otherwise remove debris, silt, trash or other material from project structures.
10. A no-cost Facility Installation Permit is required from MCDOT for work in ROW.
11. This proposal is based on 10 SUE Quality Level A test holes will be necessary, with zero of them being in the pavement.
12. A full SUE Quality Level B study of the project limits will not be performed.
13. ASE will commence work within 10 days of the Notice to Proceed.
14. This SOW shall become part of the contract between Owner/Agent and ASE.

SCHEDULE

1. This proposal assumes the contract will be executed within 6 months of the proposal date of March 3, 2026. If the contract is not approved, ASE reserves the right to adjust the proposed rates and fees to current rates before entering into a contract and beginning work.

PROPOSED TASKS

1. Administration

1.1. Meetings with Owner or Agent, including in-house meetings. Progress Reports, scheduling, invoicing and other project administrative tasks.
1.2. Technical direction of staff
1.3. Project Management, resource coordination.

2. Document Compilation
   2.1. Obtain relevant project documents from Owner/Agent and Courthouse.
   2.2. Compile, review and index information.
   2.3. Prepare compiled information for field and office tasks.

3. Horizontal and Vertical Control. Horizontal Control will use NAD 83 IL East Zone State Plane Coordinates – Vertical Control will be GPS derived NAVD88 values.
   3.1. Search and reconnaissance for record control points. Recover and verify previous control points.
   3.2. Traverse/GPS/level through found monuments to establish primary control.
   3.3. Office calculations, adjustment, tabulations of coordinates.

4. Subsurface Utility Engineering
   4.1. SUE Quality Level D
      4.1.1. Research and review existing utility information.
      4.1.2. Request Atlas information from One-Call system (JULIE). It is typically 30 days to receive all Atlases.
   4.2. SUE Quality Level C – **This task performed by others.**
      4.2.1. This task, when required, consists of the data acquisition of Sanitary Sewer, Storm Sewer, and other utility structures in order to develop surface and utility pipe locations & elevations
      4.2.2. A structure data sheet detailing the structure type and information will be recorded in the field and provided to the client.
      Structures that are locked, blocked, or full of debris will prevent data acquisition. Manholes or vaults filled with water will not be pumped.
      4.2.3. Designated SUE Quality Level C utilities are drawn up in a coordinate correct CADD model file environment for distribution to the client.
   4.3. SUE Quality Level A Test Holes
      4.3.1. Obtain Dig tickets as required for SUE Quality Level A Test Holes.
      4.3.2. Perform SUE Quality Level B in support of SUE Quality Level A test holes. Assume 500 feet per hole.
      4.3.3. Perform Hydro or Air vac excavation to expose specified utilities for accurate depiction of the utility location and subsequent backfill with excavation spoils or sand (billed as direct unit cost).
      4.3.4. Obtain X, Y, Z coordinates of top of utility locations and ground elevation.
      4.3.5. Provide a Test Hole Data Sheet for each Quality Level A Test Hole.

5. Utility Company Coordination
   5.1. ASE will submit the existing utility plan sheets prepared by others to the various utility

companies found in the project area.

5.2. ASE will solicit Utility company input on the plans submitted.

6. Conflict Analysis
   6.1. Proposed Improvement will be reviewed with respect to the existing utilities found to exist.
   6.2. A Conflict Analysis Matrix will be prepared. The Matrix will identify potential conflicts of the proposed design with respect to the existing utilities.
   6.3. Exhibits depicting the potential conflicts will be prepared to accompany the Conflict Matrix.
   6.4. The Conflict Matrix and Exhibits will be updated at the conclusion of the design process to represent those potential conflicts and design considerations needed for the Phase II designer to consider.

7. QA/QC
   7.1. Review contract documents and survey requirements to verify ASE project QA/QC requirements. Create project-specific QA/QC plan.
   7.2. Periodic project review to ensure compliance with policy and contract documents.

DELIVERABLES

- Once SUE Level A is completed, a geo-referenced .dwg CAD file in IL State Plane Coordinates containing the existing underground utilities and depth information where excavations were performed.
- PDF of any field drawings illustrating location of vacuum excavations, including any field notes.
- Raw survey data (.CVS file of all points)
- Survey field book (PDF)

DIRECT COST ITEMS

A. Traffic control – assume $1,760 per day – Assume 10 days.

ITEMS SUPPLIED BY OTHERS

A. Record plans, including any previous survey information (if available).
B. Any pertinent site information including, but not limited to, previous horizontal and vertical survey control survey information, boundary surveys, existing aerial photography, Right-of-Way plans, centerline alignment, construction plans and plats of highway will be furnished to ASE, at no cost to ASE, prior to commencement of field operations.
C. Permission and access to closed or locked areas requiring access to complete the survey.
D. Letter of Introduction and written authorization for access to subject property for ASE's services on subject site.

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
McHenry County DOT	McHenry	18-00491-00-ES

Prime Consultant (Firm) Name	Prepared By	Date
CMT, Inc	Melissa Kupczyk	2/2/2026

Consultant / Subconsultant Name	Job Number
Fehr Graham Engineering & Environmental	N/A

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	**20**	**MONTHS**	**OVERHEAD RATE**	**128.35%**
START DATE	**3/2/2026**		**COMPLEXITY FACTOR**	**0**
RAISE DATE	**1/1/2027**		**% OF RAISE**	**3.00%**
END DATE	11/1/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/2/2026	1/1/2027	10	50.00%
1	1/2/2027	11/1/2027	10	51.50%

The total escalation = 1.50%

Local Public Agency	County	Section Number
McHenry County DOT	McHenry	18-00491-00-ES

Consultant / Subconsultant Name	Job Number
Fehr Graham Engineering & Environmental	N/A

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**90.00**
ESCALATION FACTOR	**1.50%**

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Senior Project Manager	$71.52	$72.59
Project Manager	$59.64	$60.53
EHS Scientist	$42.55	$43.19
Engineer	$35.90	$36.44
Project Administrator	$32.76	$33.25
Engineering Technician	$28.24	$28.66

Local Public Agency	County	Section Number
McHenry County DOT	McHenry	18-00491-00-ES

Consultant / Subconsultant Name	Job Number
Fehr Graham Engineering & Environmental	N/A

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total (Payroll Only)	Contribution to Prime Consultant

Local Public Agency	County	Section Number
McHenry County DOT	McHenry	18-00491-00-ES

Consultant / Subconsultant Name	Job Number
Fehr Graham Engineering & Environmental	N/A

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			$0.00
Vehicle Owned or Leased (no mileage charge allowed)	$45.00/half day (4 hours or less) or $90/full day	4	$90.00	$360.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)	8	$15.00	$120.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)	2	$1,978.00	$3,956.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	35	$467.00	$16,345.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)	1	$827.00	$827.00
Environmental Database Report	Actual Cost	1	$362.00	$362.00
Environmental Driller	Actual Cost	2	$3,737.00	$7,474.00
				$0.00
			TOTAL DIRECT COSTS:	**$29,444.00**

Local Public Agency
McHenry County DOT

County
McHenry

Section Number
18-00491-00-ES

Consultant / Subconsultant Name
Fehr Graham Engineering & Environmental

Job Number
N/A

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 128.35%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
PSI - Field	28,872	29	1,226	1,574	405		32,077	72.78%
PSI - Reporting	60	53.5	2,436	3,126	804		6,426	14.58%
PESA Update	512	38.5	1,711	2,196	565		4,984	11.31%
Project Admin/Mngmt		3.5	224	287	74		585	1.33%
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Subconsultant DL					0.00			
TOTALS	29,444	124.5	5,597	7,183	1,848	-	44,072	100.00%

Local Public Agency
McHenry County DOT

County
McHenry

Section Number
18-00491-00-ES

Consultant / Subconsultant Name
Fehr Graham Engineering & Environmental

Job Number
N/A

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			PSI - Field			PSI - Reporting			PESA Update			Project Admin/Mngmt					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Project Manager	72.59	1.0	0.80%	0.58										1	28.57%	20.74			
Project Manager	60.53	22.5	18.07%	10.94	1	3.45%	2.09	12	22.43%	13.58	7	18.18%	11.01	2.5	71.43%	43.24			
EHS Scientist	43.19	82.5	66.27%	28.62	22	75.86%	32.76	35	65.42%	28.25	25.5	66.23%	28.61						
Engineer	36.44	5.0	4.02%	1.46	5	17.24%	6.28												
Project Administrator	33.25	6.5	5.22%	1.74	1	3.45%	1.15	2.5	4.67%	1.55	3	7.79%	2.59						
Engineering Technician	28.66	7.0	5.62%	1.61				4	7.48%	2.14	3	7.79%	2.23						
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TOTALS		124.5	100%	$44.95	29.0	100.00%	$42.28	53.5	100%	$45.53	38.5	100%	$44.44	3.5	100%	$63.98	0.0	0%	$0.00

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

March 5, 2026

Charles “Tice” Cole, PE
Crawford, Murphy & Tilly, Inc. (CMT)
550 North Commons Drive, Suite 116
Aurora, Illinois 60504

RE: Phase II Environmental Services
McHenry County Lakewood Rd 3R
Lakewood Road Multi-Use Path
Lake in the Hills, Illinois

Dear Tice,

Fehr Graham is pleased to provide this proposal for environmental services, including a Preliminary Environmental Site Assessment (PESA) Update and a Preliminary Site Investigation (PSI) for the project in Lake in the Hills, McHenry County, Illinois. Fehr Graham understands this project involves roadway modifications, culvert replacement, and the development of pedestrian and bicycle accommodations. The attached location map defines the Project Area. The following scope of work is proposed:

SCOPE OF SERVICES

Updated Preliminary Environmental Site Assessment (PESA)

PESA aims to identify, to the extent feasible, Recognized Environmental Conditions (RECs) in connection with the properties abutting the project area. A PESA was completed by HDR on January 8, 2021. As such, a PESA update is necessary to establish if site conditions have changed. The PESA update will be conducted as a reasonable and prudent investigation of the Project Area and adjacent properties to provide the client with the information necessary to base decisions concerning the environmental conditions along the right-of-way and adjacent sites within the proposed Project Area. Although the PESA follows many of the same principles and methodologies of an ASTM E1527-21 Phase I Environmental Site Assessment, it is not designed to fulfill the All-Appropriate Inquiry requirements of the Small Business Liability Relief and Revitalization Act (SBLRRA), a 2001 amendment to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). The PESA, in relation to highway projects, is utilized to identify environmental risks to protect human life, health, and liability and reduce unexpected delays and construction considerations. The scope of work items that will be included in this assessment are as follows:

- Identify the “sites” contained within the Project Area. For simpler reporting, these sites may be combined with adjoining, similar-use properties.
- Conduct site reconnaissance to observe and evaluate exterior areas of the Subject Property. Observe surrounding properties from public right-of-way areas.
- Evaluate physical setting sources (site geology and hydrology) to assess the impact of potential contaminant migration as related to RECs at the Property and surrounding sites.
- Evaluate natural features and hazards that may encumber the project.
- Review readily available historical data sources to develop a history of the previous use(s) of the Property and surrounding sites in an attempt to identify the likelihood of past uses having led to

RECs. Historical data sources include historical aerial images, available Sanborn Fire Insurance maps, and historical topographic maps.

- Review the ASTM E1527-21 Standard Environmental Record Sources available through a database record search to identify RECs connected with the Project Area and the general vicinity. Record requests to local, state, and federal regulators are not included in the scope of the PESA, unless deemed necessary by the Environmental Professional conducting the assessment.
- Fehr Graham will prepare a PESA report that documents RECs and other environmental concerns that may impact the Project Area.

PRELIMINARY SITE INVESTIGATION (PSI)

The purpose of the PSI is to verify and investigate RECs identified in the PESA and pre-determine the appropriate handling and disposal of materials generated during right-of-way construction activities. Per the PESA completed by HDR on January 8, 2021, one (1) REC was identified in connection with the Project Area.

- 7-Eleven/Mobil Gas Station (4500 Algonquin Road) – two (2) in-use gasoline Underground Storage Tanks (USTs) on the site.

Additionally, the following adjacent sites were identified in Fehr Graham's review of the PESA documentation.

- Commercial Buildings (9401 and 9441-9531 Ackman Road) – historic drycleaner on the site.
- 4570 Algonquin Road – historic drycleaner on the site.

Based on the current Project Area, identified RECs, as well as soil management considerations, a preliminary scope of work has been prepared for the PSI.

- Prior to any intrusive activity, a public utility clearance will be requested to identify subsurface utilities in public right-of-ways (ROWs).
- Direct-push drilling at up to 30 soil boring locations, up to 10 feet below ground surface (bgs) to evaluate PESA sites and determine if soil meets the acceptance criteria for off-site disposal at a Clean Construction or Demolition Debris (CCDD) facility or Uncontaminated Soil Fill Operation (USFO) .
- One (1) soil sample will be collected from each direct-push boring. Prior to collection, drilling-derived soils will be described and logged by Fehr Graham staff. Soils will also be screened with a photoionization detector (PID) to screen for volatile contaminant impacts in 1-foot intervals. The sample depth interval will be selected based on the following screening priority:
    1) Depth of highest PID screening result, or
    2) Observed visual/olfactory evidence (staining and/or odor) of contamination, or
    3) Directly above the observed groundwater interface, or
    4) From a representative depth if groundwater is not encountered.

  Coarse aggregate fill will not be sampled for laboratory analysis.

- To determine if soil contamination exists and to what magnitude, soil samples will be sent to a certified laboratory for analysis based on site history and documented operation. All samples will be analyzed for the following parameters:
    - Volatile Organic Compounds (VOCs) – *evaluated only in the four (4) samples collected adjacent to REC sites.*
    - Polynuclear Aromatic Hydrocarbons (PNAs)
    - Resource Conservation and Recovery Act (RCRA) 8 Metals
    - Soil pH
- If groundwater is encountered, up to two (2) soil borings will be converted to temporary monitoring wells by lowering 1-inch Schedule 40 PVC well screen and riser pipe into the borings. A single groundwater sample from each well will be collected using a peristaltic pump, disposable tubing, and/or a disposable bailer.
- To determine if groundwater contamination exists and to what magnitude, the groundwater sample will be sent to a certified laboratory for analysis of the following parameters:
    - VOCs
    - Polynuclear Aromatic Hydrocarbons (PNAs)
    - RCRA Metals
- Soil and groundwater analytical results will be compared and tabulated with the Maximum Allowable Concentrations (MAC) set forth in 35 IAC 1100, Subpart F, and the Illinois Environmental Protection Agency Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Residential Soil Remediation Objectives and Class I Groundwater Remediation Objectives per 35 IAC Part 742.
- Fehr Graham will prepare a PSI report with field investigation results, analytical tabulation, and recommendations and conclusions for soil and groundwater handling and disposal during proposed construction activities. In addition, an LPC 663 form and certification will be provided for soils that qualify for CCDD acceptances, as defined in 35 Ill. Adm. Code 1100. The report will include figures for soil boring locations and PESA Sites. Project drawings will be required from the Client in AutoCAD format to allow for the overlay of PSI-derived information.
- Fehr Graham will prepare Project-Specific Regulated Substances Special Provisions to include with the bid documentation. Project stationing will be required from the Client to determine the locations of Regulated Substances within the Project Area.

EXCLUSIONS

The following items are **not** included in the proposed PSI scope of work. If these services are desired, Fehr Graham will provide a separate proposal and agreement for additional services:

- Evaluation of asbestos-containing building materials, biological agents, cultural and historic resources, ecological resources, endangered species, health and safety, indoor air quality unrelated to releases of hazardous substances or petroleum products into the environment, industrial hygiene, lead-based paint, lead/nitrates in drinking water, mold, radon, regulatory compliance, and wetland delineation.

- Phase I Environmental Site Assessment (ESA) in accordance with ASTM 1527-21.
- Geotechnical evaluation.
- On-site construction monitoring, inspection, or survey services.
- Landscape restoration as a result of drilling and sampling activities. Soil borings will be abandoned with cuttings and bentonite. Surfaces will be patched with similar materials.
- Utility repairs related to unmarked or undocumented subsurface utilities/conduits.
- Additional soil borings/monitoring wells/sampling/laboratory analysis unrelated to the proposed scope of work described above.
- Expedited laboratory analysis.
- Subsurface geophysical scans.

SCHEDULE

We will work diligently to complete the PESA Update within 30 days of authorization to proceed and the PSI within 40 days of completion of PESA update. The scheduling of PSI activities will be dependent on the availability of an environmental driller.

FEES

The following fixed fees have been established for the scope of work described above:

Preliminary Environmental Site Assessment (PESA) Update	$5,277.00
Preliminary Site Investigation (PSI) with Traffic Control	$38,795.00
Total	$44,072.00

Invoicing will be generated monthly based on the percentage of completion of each task.

We trust that the information we have provided meets your expectations. If you would like us to proceed, please contact us at your convenience, and we will forward the appropriate contract documents for your signature.

If you should have any questions, please do not hesitate to contact us at (630) 897-4651.

Sincerely,

Melissa Kupczyk
Project Manager

Ali Graczyk
Staff Environmental Scientist

MK:kk

Enclosures – Agreement for Professional Services, Lake in the Hills Location Map, BLR 05514

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FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

Client Charles "Tice" Cole, PE
Crawford, Murphy & Tilly, Inc.
550 North Commons Drive, Suite 116
Aurora, Illinois 60504

Description of Services:

Phase II Environmental Services
McHenry County Lakewood Rd 3R
Lakewood Road Multi-Use Path
Lake in the Hills, Illinois

Fehr Graham will complete the scope of services as outlined in the proposal dated February 4, 2026, included herein.

COST:

The fixed fee for performing the above services is $44,072.

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:
I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:		CONSULTANT:	
Signature	_____	By	_____
Name	_____	Name	Chris DeSilva, PE
Title	_____	Title	Business Unit Leader
Date Accepted	_____	Date Proposed	February 4, 2026
			405.0026227.000

GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.

2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.

3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.

4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this Agreement and to the partners, successor, executors, and assigns of such other party in respect to this Agreement.

5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.

6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.

7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

   In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

   If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.

8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.

9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

   The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

10. Estimates of Fees – When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.

11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.

12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2)years after the date of the Consultant's final invoice to the Client.

14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.

15. Standard of Care – Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.

16. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.

17. Indemnification and Limitation of Liability – Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed $50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

18. Allocation of Risk – Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA)activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

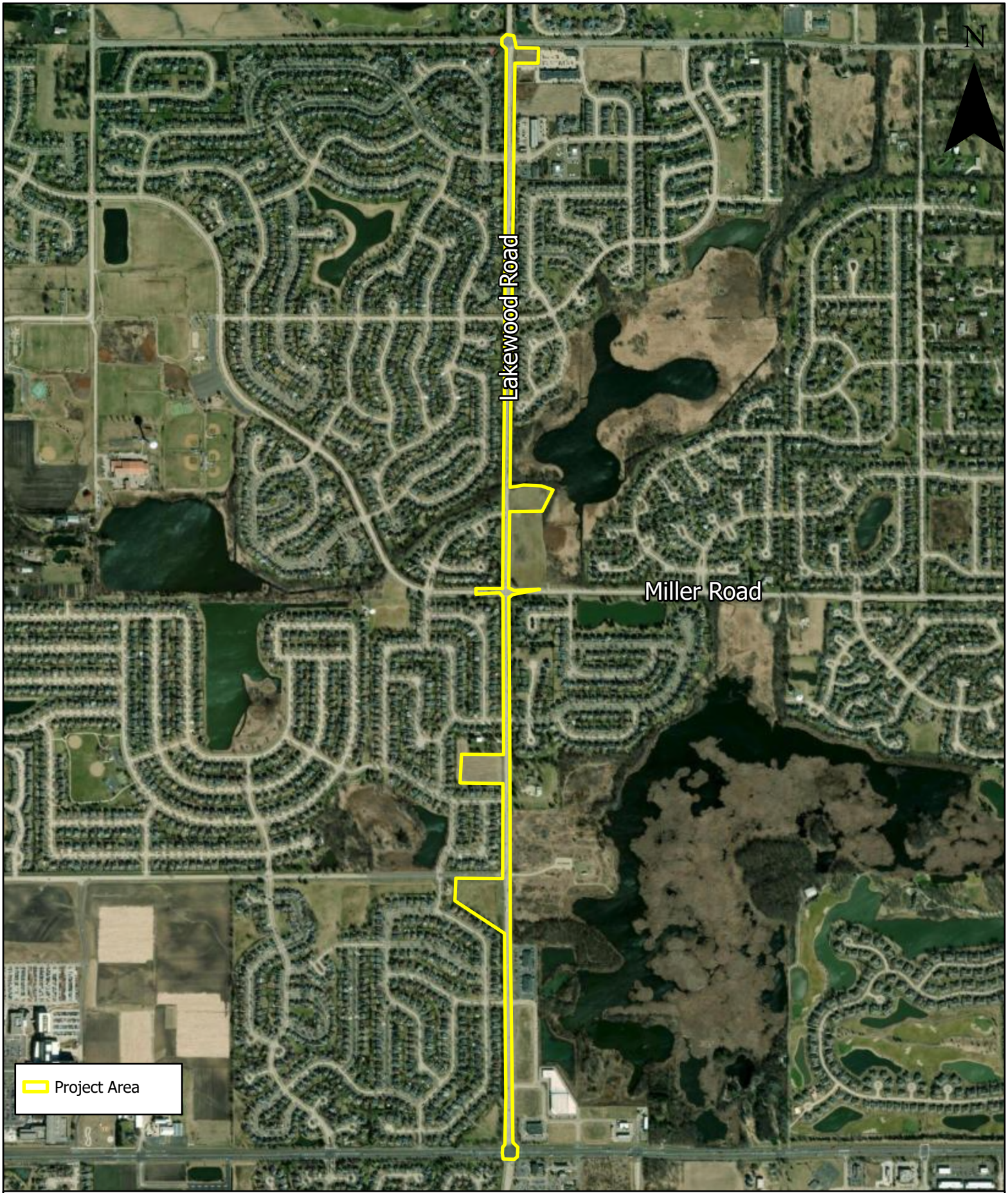
19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.

20. Assignment - Neither party to this Agreement shall, without the prior written consent of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer its obligations under this Agreement or any part hereof; provided, however, either Party may freely assign this Agreement to a parent, subsidiary or affiliate without the other party's consent. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

21. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7)days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.

22. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.

23. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for McHenry County, Illinois.



FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

Lakewood Survey Boundary

Lake in the Hills, Illinois

0 0.25 0.5 Miles

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
McHenry County	McHenry	

Prime Consultant (Firm) Name	Prepared By	Date
Crawfor, Murphy & Tilly	A. Tomaras	3/3/2026

Consultant / Subconsultant Name	Job Number
Rubino Engineering, Inc.	Q26.013g_REV1

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

3 Structure Borings

PAYROLL ESCALATION TABLE

CONTRACT TERM	**24**	**MONTHS**	**OVERHEAD RATE**	**159.87%**
START DATE	**2/1/2026**		**COMPLEXITY FACTOR**	**0**
RAISE DATE	**3/1/2026**		**% OF RAISE**	**3.00%**
END DATE	1/31/2028			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	2/1/2026	3/1/2026	1	4.17%
1	3/2/2026	3/1/2027	12	51.50%
2	3/2/2027	2/1/2028	11	48.62%

The total escalation = 4.29%

Local Public Agency	County	Section Number
McHenry County	McHenry	

Consultant / Subconsultant Name	Job Number
Rubino Engineering, Inc.	Q26.013g_REV1

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**90.00**
ESCALATION FACTOR	**4.29%**

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Material Tester	$45.65	$47.61
Project Manager / Engineer	$59.72	$62.28
Staff Engineer / Geologist / Soil Scientist	$40.28	$42.01
Laboratory Staff	$32.61	$34.01
Principal	$78.00	$81.35

Local Public Agency	County	Section Number
McHenry County	McHenry	

Consultant / Subconsultant Name	Job Number
Rubino Engineering, Inc.	Q26.013g_REV1

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total (Payroll Only)	Contribution to Prime Consultant

Local Public Agency	County	Section Number
McHenry County	McHenry	

Consultant / Subconsultant Name	Job Number
Rubino Engineering, Inc.	Q26.013g_REV1

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			$0.00
Vehicle Owned or Leased (no mileage charge allowed)	$45.00/half day (4 hours or less) or $90/full day	8	$90.00	$720.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)	1	$2,200.00	$2,200.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	1	$1,317.21	$1,317.21
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Drill Rig Mobilization	In house direct cost	2	$550.00	$1,100.00
Drilling (Hourly)	In house direct cost	16	$410.00	$6,560.00
Drilling (Overtime)	In house direct cost	4	$483.00	$1,932.00
			TOTAL DIRECT COSTS:	**$13,829.21**

Lab Testing	Quanitity		Rate		Total
Moisture Content	48	$	8.90	$	427.20
Atterberg Limits	3	$	89.00	$	267.00
Hydrometer	3	$	178.00	$	534.00
Unconfined Compression Testing		$	95.00	$	-
Organic Content	3	$	29.67	$	89.01
Consolidation Testing		$	960.00	$	-
pH Testing		$	22.25	$	-
Triaxial Testing		$	1,800.00	$	-
			Grand Total	**$**	**1,317.21**

Local Public Agency
McHenry County

County
McHenry

Section Number

Consultant / Subconsultant Name
Rubino Engineering, Inc.

Job Number
Q26.013g_REV1

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 159.87%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Drilling, Coring, Lab, and Reporting	13,829	80	4,005	6,402	1,322		25,558	100.00%
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Subconsultant DL					0.00			
TOTALS	13,829	80	4,005	6,402	1,322	-	25,558	100.00%

Local Public Agency
McHenry County

County
McHenry

Section Number

Consultant / Subconsultant Name
Rubino Engineering, Inc.

Job Number
Q26.013g_REV1

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Drilling, Coring, Lab, and Reporting													
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Material Tester	47.61	0.0																
Project Manager / Engineer	62.28	24.0	30.00%	18.68	24	30.00%	18.68											
Staff Engineer / Geologist /	42.01	52.0	65.00%	27.31	52	65.00%	27.31											
Laboratory Staff	34.01	0.0																
Principal	81.35	4.0	5.00%	4.07	4	5.00%	4.07											
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TOTALS		80.0	100%	$50.06	80.0	100.00%	$50.06	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

March 3, 2026

To: Charles Cole, P.E.
Crawford, Murphy & Tilly
550 North Commons Drive | Suite 116
Aurora, Illinois 60504
P: 630.907.7059

Re: Proposal - Geotechnical Exploration
Proposed Lakewood Road Corridor
Phase II in Lake in the Hills, Illinois

Proposal No. Q26.013g_REV1

Via email: ccole@cmtengr.com

Dear Mr. Cole,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. Rubino received a request for proposal from Charles Cole, P.E. of Crawford, Murphy & Tilly via email on January 8th, 2026.

PROJECT UNDERSTANDING

Rubino understands that Crawford, Murphy & Tilly is planning to aid McHenry County in Phase 2 of the Lakewood Road Corridor from Algonquin Road to Ackman Road in Lake in the Hills, Illinois. Rubino previously completed an Structure Geotechnical Report and a bike path report for HDR under Rubino project number G21.070 in 2021 and that the loads referenced in that report have not changed. Rubino understands that the County is willing to clear trees if necessary for access.

The Lakewood Road Corridor Improvements include the construction of a multi-use path along both the east and west sides of Lakewood Road from Algonquin Road to Ackman Road in the Village of Lake in the Hills, widening of Lakewood Road to provide median refuge islands at multiple intersections, constructing two new pedestrian structures over Kishwaukee Creek located just north of the Miller Road intersection, and the construction of a roundabout at the Lakewood Road and Miller Road intersection. The improvement limits are Station 980+07 to Station 1084+77, a distance of 2.0 miles

Information received:

- RFP email from Charles Cole, P.E. of Crawford, Murphy & Tilly on January 8th, 2026.
- Included in RFP email
  - Scope Document – “lakewood-rd-scope-20251222”
  - "lakewood-rd-hours-20251222”
  - Survey Boundary - “Lakewood Survey Boundary v1.kmz” (Shown Below)
- Revision comments from McHenry County via email from Charles Cole on February 26, 2026



Rubino understands that the TSL referenced in Rubino Report G21.070 has not been updated.

Field Services Scope of Services Summary Additional Scope discussion can be found in subsequent pages of this proposal	
Client Notification Needed prior to mobilization	Please notify Rubino if this is needed upon project authorization
Site Access	Tree clearance by county for pedestrian bridge borings
Drilling Permit Needs	County
Field Equipment Proposed	Track-mounted Geoprobe Drill Rig
Traffic Control Needs	Flaggers
Boring Location Plan	See below for aerial / KMZ
Pavement and Soil Sampling and Purpose	**Structure Borings:** • Drilling/SPT: 1 ft to 50 feet o 2 ½ to 30 ft; 5 ft thereafter o Moisture content on each sample
Backfill Needs	Cuttings, excess spoils remain on site
Patching	Concrete or cold patch asphalt
Site Protection or Restoration included	None
Groundwater Readings	During drilling and upon auger removal
Additional Field Equipment needed	Rimac – for AASHTO

Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas. Rubino proposes the drilling scope of work as detailed below:

NUMBER OF BORINGS	DEPTH (FEET BEG*)	LOCATION ON SITE	SPT SAMPLING INTERVALS	SOIL CLASSIFICATION METHOD
3	50	Pedestrian Bridge Structures	2 ½ ft to 30 ft, 5 ft intervals thereafter	AASHTO(Rimac)
3 Total Borings	**150 Total Lineal Feet**			

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

SCOPE OF SERVICES DISCUSSION

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino's current understanding of the project.

Site Access

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe drilling equipment.

Rubino understands that the pedestrian bridge borings will require tree clearance that the county will provide prior to mobilization.

Traffic Control

Rubino anticipates that traffic control will be necessary along N Lakewood Road. Rubino will subcontract a traffic control company to provide flaggers.

Boring Locations

Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.

SPT - Soil Sampling

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 30 feet and 5 - foot intervals thereafter, as applicable.

Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with asphalt cold patch. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

Geotechnical Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with AASHTO procedures and may include examination of selected samples to evaluate the soils' index properties and relative strength characteristics.

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

Laboratory Test	Estimated Quantity	Sample Type
Natural Moisture Content	48	Split spoon
Atterberg Limits	3	Split spoon
Hydrometer	3	Split spoon
Organic Content	3	Split spoon

PEDESTRIAN BRIDGE ADDENDUM LETTER

Upon completion of field and laboratory work, Rubino will prepare an addendum letter to Rubino Report No. G21.070 using the collected supplemental geotechnical data. The addendum letter will reference the loads from G21.070 and will also include the following:

G21.070 STRUCTURAL GEOTECHNICAL REPORT (SGR) ADDENDUM LETTER

- Project Description and Scope
- Field Exploration
- Foundation Recommendations as applicable
- Construction Considerations
- Appendices (Supporting Documentation): location map, boring plan and soil profile, boring logs, laboratory test results

An electronic copy of the report will be provided. The report will be addressed to Crawford, Murphy & Tilly.

PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	5 – 10
Field work including site layout and drilling	2
Geo Laboratory Testing	5 – 10
Geo Reporting	5 - 15

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

UTILITY LOCATE AND OUTSIDE SERVICES

Rubino will coordinate contacting the Utility “One-Call” for public utility clearance prior to the start of drilling activities. It is Rubino’s experience that this service does not mark the locations of privately owned utilities. This proposal is based on privately owned utility locates being coordinated by the owner prior to drill rig mobilization.

FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a cost plus fixed fee basis per the attached CECS. Based on the scope of services outlined above, the fee will be **$25,558**

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the fee will not be performed without your prior authorization.

AUTHORIZATION

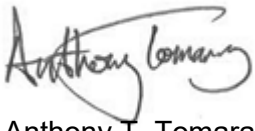
If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.





Michelle A. Lipinski, PE
President
michelle.lipinski@rubinoeng.com

Anthony T. Tomaras, PG
Project Manager
anthony@rubinoeng.com

Prepared By: Jonathan Ignarski jonathan@rubinoeng.com

Attachments: Fees, Sample COI, & General Conditions

**This is an electronic copy. Hard Copies of this proposal are available upon request.

FEE REMARKS

1) All fees and services are provided in accordance with the attached Rubino General Conditions.
2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
4) All rates are billed on a portal-to-portal basis.
5) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
6) Transportation and per diem are charged at the applicable rates.
7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
8) A minimum charge of 4 hours applies to field testing and observation services.
9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
10) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
11) The minimum billing increment for time is a half hour.
12) A project set-up charge of a minimum of two hours applies to all projects.
13) Professional services rates are exclusive of expert deposition or testimony time.
14) Drilling and field service rates are based on OSHA Level D personnel protection.
15) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
16) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577 RUBINENG

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY): 10/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 2001 Spring Road, Ste 200 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: Laurie Cloninger PHONE (A/C, No, Ext): 630 625-5219 FAX (A/C, No): 610 537-4939 E-MAIL ADDRESS: AEcertificates@usi.com
INSURED Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : RLI Insurance Company — 13056 INSURER B : Pacific Insurance Company, Limited — 10046 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			PSB0003777	09/01/2025	09/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PSA0001881	09/01/2025	09/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			PSE0002142	09/01/2025	09/01/2026	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		PSW0002789	09/01/2025	09/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
B	Professional Liability			83OH056719925	09/01/2025	09/01/2026	$2,000,000 each claim / $4,000,000 annual aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability is written on a 'claims made' policy form.

Some or all officers are excluded from Workers Compensation coverage.

THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY.

CERTIFICATE HOLDER	CANCELLATION
Rubino Engineering, Inc.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall by brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, loses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO $10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Rubino Engineering, Inc.

Lakewood Road Corridor Project
EXHIBIT E - Workhour Summary

	Task and Description	Total	Prime - CMT	Peralte Clark	ASE	Fehr Graham	Rubino
Task 1	**Early Coordination and Data Review**						
	Review Existing Data	62	44	12	6	0	0
	Site Visit	42	32	10	0	0	0
	Subtotal:	**104**	**76**	**22**	**6**	**0**	**0**
Task 2	**Supplemental Surveys**						
	Horizontal and Vertical Control	94	94	0	0	0	0
	Topographic Survey	1,021	1,021	0	0	0	0
	Preliminary Right-of-Way Staking	69	69	0	0	0	0
	Right-of-Way Staking	187	187	0	0	0	0
	Subtotal:	**1,371**	**1,371**	**0**	**0**	**0**	**0**
Task 3	**Utility Coordination**						
	Conflict Identification	48	4	12	32	0	0
	Relocation Assistance	66	8	0	58	0	0
	SUE Investigation	390	4	0	386	0	0
	Subtotal:	**504**	**16**	**12**	**476**	**0**	**0**
Task 4	**Special Waste Evaluation**						
	Investigation	29	0	0	0	29.0	0
	Traffic Control	0	0	0	0	0.0	0
	PESA Update	47	8	0	0	38.5	0
	PSI Report	62	8	0	0	53.5	0
	LPC 662 or 663 Documentation	6	2	0	0	3.5	0
	Subtotal:	**143**	**18**	**0**	**0**	**125**	**0**
Task 5	**Roadway Plans**						
	Sheets (See Sheet Summary)	4,420	3,659	762	0	0	0
	Pavement Design	16	16	0	0	0	0
	Compensatory Storage Design	20	0	20	0	0	0
	Transportation Management Plan	0	0	0	0	0	0
	Phase II Drainage Calculations	-	-	-	-	-	-
	Culvert Analysis (minor culverts)	162	0	162	0	0	0
	Inlet Spacing	69	0	69	0	0	0
	Detention Volume Sizing and Layout	66	0	66	0	0	0
	Water Quality Analysis and Evaluation	36	0	36	0	0	0
	Temporary Drainage Design for MOT staging	80	0	80	0	0	0
	Drainage constructability review for MOT staging	8	0	8	0	0	0
	Subtotal:	**4,877**	**3,675**	**1,203**	**0**	**0**	**0**
Task 6	**Structural Plans**						
	Sheets (See Sheet Summary)	944	944	0	0	0	0
	Load Rating Analysis	0	0	0	0	0	0
	Subtotal:	**944**	**944**	**0**	**0**	**0**	**0**
Task 7	**Quantity Calculations**						
	Quantity Calculations	528	408	120	0	0	0
	Subtotal:	**528**	**408**	**120**	**0**	**0**	**0**
Task 8	**Specifications and Special Provisions**						
	Specifications and Special Provisions	172	148	24	0	0	0
	Subtotal:	**172**	**148**	**24**	**0**	**0**	**0**
Task 9	**Construction Estimate of Cost and Estimate of Time**						
	Estimate of Cost	52	52	0	0	0	0
	Schedule	18	18	0	0	0	0
	Estimate of Time	42	42	0	0	0	0
	Subtotal:	**112**	**112**	**0**	**0**	**0**	**0**

Lakewood Road Corridor Project
EXHIBIT E - Workhour Summary

	Task and Description	Total	Prime - CMT	Peralte Clark	ASE	Fehr Graham	Rubino
Task 10	**PS&E Submittals**						
	Preliminary	72	72	0	0	0	0
	Pre-final	48	48	0	0	0	0
	Final	96	96	0	0	0	0
	Central Office	24	24	0	0	0	0
	Disposition of Comments	132	120	12	0	0	0
	Grading Surface Models	20	16	4	0	0	0
	AdvanceTree Removal Plan	64	56	8	0	0	0
	Subtotal:	**456**	**432**	**24**	**0**	**0**	**0**
Task 11	**Permitting and Environmental Coordination**						
	Wetland and Stream Mitigation	4	4	0	0	0	0
	Section 404 Permit	60	60	0	0	0	0
	MCP&D Stormwater Management Permit Application	128	80	48	0	0	0
	MCP&D Stormwater Management Permit Certification						
	Preliminary Compensatory Storage Review	12	0	12	0	0	0
	As-Built Togographic Survey	308	308	0	0	0	0
	Compensatory Storage Evaluation and Submittal	48	0	48	0	0	0
	MLSWCD Review	24	0	24	0	0	0
	IDNR-OWR Floodway Construction Permit	80	20	60	0	0	0
	NPDES Permit	40	0	40	0	0	0
	ESR Addendum/Update	20	20	0	0	0	0
	Bridge Bat Assessment	3	3	0	0	0	0
	Aquatic Resource Delineation Update	40	40	0	0	0	0
	Tree Survey	108	108	0	0	0	0
	Subtotal:	**875**	**643**	**232**	**0**	**0**	**0**
Task 12	**Phase III Activities**						
	Request for Information	52	40	12	0	0	0
	Shop Drawing Review	118	112	6	0	0	0
	Subtotal:	**170**	**152**	**18**	**0**	**0**	**0**
Task 13	**Meetings and Coordination**						
	LPA Initiation Meeting	28	24	4	0	0	0
	IDOT Initiation Meeting	18	14	4	0	0	0
	LPA Plan-in-Hand Field Meeting	36	24	12	0	0	0
	McHenry County P&D Meeting	16	12	4	0	0	0
	USACE Meeting	12	8	4	0	0	0
	MLSWCD Meeting	8	4	4	0	0	0
	IDOT Detour Committee Meeting	0	0	0	0	0	0
	IDOT Pre-construction Meeting	14	8	6	0	0	0
	MCCD/LITH Meetings	12	6	6	0	0	0
	Property Owner Meetings	54	6	48	0	0	0
	Subtotal:	**198**	**106**	**92**	**0**	**0**	**0**
Task 14	**Project Administration and Management**						
	Project Setup	51	14	32	5	0	0
	Monthly Invoices and Progress Reports	82	41	36	5	0	0
	Project Coordination	147	82	60	5	0	0
	Project Schedule Monitoring	55	30	20	5	0	0
	Subtotal:	**335**	**167**	**148**	**20**	**0**	**0**
Task 15	**Quality Assurance/Quality Control**						
	QA/QC	591	439	132	20	0	0
	Subtotal:	**591**	**439**	**132**	**20**	**0**	**0**

Lakewood Road Corridor Project
EXHIBIT E - Workhour Summary

	Task and Description	Total	Prime - CMT	Peralte Clark	ASE	Fehr Graham	Rubino
Task 16	**Right-of-Way and Easement Plats**						
	Title Commitments	84	84	0	0	0	0
	ROW Document Research	122	122	0	0	0	0
	Boundary Survey and Analysis	564	564	0	0	0	0
	Legal Descriptions	53	53	0	0	0	0
	Plat of Highways	350	350	0	0	0	0
	Individual Plats	0	0	0	0	0	0
	Plat of Resolution	0	0	0	0	0	0
	Subtotal:	**1,173**	**1,173**	**0**	**0**	**0**	**0**
Task 17	**Design Modifications**						
	Ex PH1 Design Review & ORD Modeling	100	100	0	0	0	0
	Ident. of PH1 Constraints & Parameters	70	70	0	0	0	0
	Drainage Concept Eval. W/in PH1 Frame	20	20	-	0	0	0
	Assessment of open drainage vs. closed drainage	48	-	48	0	0	0
	Evaluate closed systems to eliminate ditches	48	-	48	0	0	0
	Evaluate detention reduction strategies	32	-	32	0	0	0
	Calculate detention requirements	96	-	96	0	0	0
	Assess concept changes to Phase I storm sewer	432	-	432	0	0	0
	Preliminary detention grading plans for Preferred alt.	20	-	20	0	0	0
	Prepare ditch sizing calculations for Preferred Alt.	80	-	80	0	0	0
	Prepare concept drainage exhibits for LPA review	16	-	16	0	0	0
	Prepare summary memo for LPA review	24	-	24	0	0	0
	Typical Section Refinement Concepts	200	200	0	0	0	0
	Ped and Bike Safety Refine. Concepts	175	175	0	0	0	0
	Roundabout Concept Confirmation	100	100	0	0	0	0
	Prelim. ROW & Ease. Impact Reassess.	30	30	0	0	0	0
	Concept Screening & Recommendation	170	170	0	0	0	0
	County Coordination & Decision Support	30	30	0	0	0	0
	Phase II Readiness Documentation	-	-	-	0	0	0
	Prepare a Summary of key assumptions and constraints	2	0	2	0	0	0
	Update Phase I hydrologic calculations for Preferred Alt.	108	0	108	0	0	0
	Prepare Kishwaukee Creek updated cross sections	72	0	72	0	0	0
	Kishwaukee Creek compensatory storage analysis	20	0	20	0	0	0
	Kishwaukee Creek Hydraulic Study update	0	0	-	0	0	0
	Natural HEC-RAS Model	8	0	8	0	0	0
	Existing HEC-RAS Model	8	0	8	0	0	0
	Proposed HEC-RAS Permit Model	8	0	8	0	0	0
	Proposed HEC-RAS Design Model	8	0	8	0	0	0
	Permit Waterway Information Table (WIT)	4	0	4	0	0	0
	Design Waterway Information Table (WIT)	4	0	4	0	0	0
	Scour analysis	0	0	0	0	0	0
	Re-evaluate BMP requirements due to ditch reduction	16	0	16	0	0	0
	Design water quality treatment basins/ditches	120	0	120	0	0	0
	Prepare updated EDP sheets for study area	0	0	0	0	0	0
	Prepare 30% D&U sheets for Preferred Alt.	210	0	210	0	0	0
	Update Phase I Location Drainage Tech Memo (LDTM)	24	0	24	0	0	0
	Phase 1 Reevaluation	-	-	-	-	-	-
	IDOT Form	8	8	0	0	0	0
	Exhibits for IDOT Form	16	16	0	0	0	0
	PIM	60	60	0	0	0	0
	FHWA Coordination Meeting	12	12	0	0	0	0
	Subtotal:	**2,399**	**991**	**1,408**	**0**	**0**	**0**
Task 18	**Supplemental Geotechnical Studies**						
	Facility Installation Permit	2	0	0	0	0	2
	Structure Borings	26	8	0	0	0	18
	Laboratory Testing	20	0	0	0	0	20
	Geotechnical Memorandum	57	17	0	0	0	40
	Subtotal:	**105**	**25**	**0**	**0**	**0**	**80**

Lakewood Road Corridor Project
EXHIBIT E - Workhour Summary

	Task and Description		Total	Prime - CMT	Peralte Clark	ASE	Fehr Graham	Rubino
Task 19	**Lighting Analysis**							
	Photometric Calculations		28	28	0	0	0	0
	Voltage Drop Calulations		8	8	0	0	0	0
	Coordination with ComEd		12	12	0	0	0	0
		Subtotal:	**48**	**48**	**0**	**0**	**0**	**0**
		Total:	**15,105**	**10,944**	**3,435**	**522**	**125**	**80**

Lakewood Road Corridor Project
EXHIBIT E - Roadway and Structural Sheet Summary

Task 5 - Roadway Plans	**# Shts**	**Hrs/Sht**	**Total Hrs**
Cover Sheet	1	8	8
Index of Sheets, Highway Standards and Commitments	1	10	10
General Notes	2	12	24
Summary of Quantities	12	2	24
Schedule of Quantities	9	8	72
Typical Sections	8	16	128
Alignment, Ties and Benchmarks (100 Scale)	5	16	80
Roundabout Baselines	2	16	32
Removal Plan (20 Scale - Dual Pane)	11	20	220
Plan and Profile (20 Scale - Plan Pane / Profile Pane)	21	28	588
Roundabout Curb Profiles	7	16	112
Drainage General Notes	1	6	6
Drainage Removal Plans	21	2	42
Drainage Plan and Profile (20 Scale - Plan Pane / Profile Pane)	21	12	252
Drainage Details	3	10	30
Temporary Drainage Plans for MOT Staging	42	2	84
Drainage Schedules	4	4	16
Water Relocation Plan and Profile (assume Village relocations by Village)	-	-	-
Sanitary Relocation Plan and Profile (assume Village relocations by Village)	-	-	-
Maintenance of Traffic Plans (20 Scale - Dual Pane) + Typ Sections + Notes	55	10	550
Detour Plan and Notes	3	8	24
Stormwater Pollution Prevention Plan and Notes	1	12	12
Soil Erosion and Sediment Control Plan	22	12	264
Soil Erosion and Sediment Control Details	6	3	18
Grading Plan – Bridge and Channel	4	16	64
Grading Plan - Detention Ponds	4	20	80
Grading Plan - Intersection Pavement	9	16	144
Grading Plan - ADA Ramps	11	16	176
Grading Plan - Driveways	2	16	32
Plat of Highways	20	0.25	5
Pavement Marking and Signing Plan (20 scale dual pane)	11	16	176
District One Signal Details	8	1	8
Temp Signal Plans (1 Intersection Reed Rd)	8	16	128
Signal Plans (1 Intersection Reed Rd)	2	24	48
** Miller Road Existing Temp Signal will be removed as part of detour for roundabout*	-	-	-
Lighting Plan (2 Intersections; Miller with Approach, Reed with Combo)	7	18	126
Lighting Details	5	1	5
Landscaping Plan (50 scale dual pane)	6	16	96
Landscaping Details (Drainage Features: 4 ponds, 1 creek (2 sheets))	6	20	120
Detail Sheets (Insert Standard Details by Others)	8	1	8
District One Details	8	1	8
Cross Sections - Roadway and Channel (Includes building ORD model)	75	8	600
Subtotal:	**452**	**-**	**4,420**

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Task 6 - Structural Plans - for 2 structures and 16 retaining walls

	Bridge 1		Bridge 2		
	# Shts	**Hrs/Sht**	**# Shts**	**Hrs/Sht**	**Total Hrs**
General Plan and Elevation	1	32	1	40	72
General Data	1	20	1	32	52
Abutment Details	1	70	1	120	190
Pile Details	1	2	1	4	6
Soil Borings	2	1	2	1	4
Subtotal:	**6**	**-**	**6**	**-**	**324**

	# Shts	**Hrs/Sht**	**Total Hrs**
Low Height (3' or Less) Retaining Walls (13 total)	-	-	-
Standard Detail	1	1	1
Plan and Elevation	14	16	224
Retaining Walls (between 3' and 7' high) (3 total)	-	-	-
General Plan and Elevation	4	24	96
General Data	3	16	48
Reinforcement Plan and Elevation Details	12	16	192
Wall Details	3	16	48
Soil Borings	11	1	11
Subtotal:	**48**	**-**	**620**
Total	**60**	**-**	**944**

R E S O L U T I O N

Resolution Authorizing Execution of a Stormwater Management Conservation Easement In lieu of Stormwater Storage for Permit SW-26-009 at 14814, IL RT 176, Woodstock, IL 60098 Seneca Township (10)

WHEREAS, 55 IL CS 5/5-1062 grants counties authority to manage and mitigate the effects of stormwater drainage and flooding through ordinance rules and regulations; and

WHEREAS, McHenry County adopted the McHenry County Stormwater Management Ordinance on January 20, 2004, with the most recent amended version dated September 15, 2020; and

WHEREAS, the Stormwater Management Ordinance contains stormwater storage exemption provisions under Article VI, Section B, Paragraph 5.a; and

WHEREAS, the Department of Planning and Development, Water Resources Division, has reviewed and is ready to issue Permit SW-26-009 for conformance with the applicable provisions of the SMO; and

WHEREAS, the Water Resources Division staff have approved the use of the conservation easement in lieu of stormwater storage for other adjoining properties; and

WHEREAS, the Planning, Environment and Development Committee has reviewed the resolution.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby authorizes the County Board Chairman to execute a conservation easement in lieu of stormwater storage for Permit SW-26-009 on the property located at 14814, IL RT 176, Woodstock, IL 60098 in Seneca Township as provided for in the Stormwater Management Ordinance; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the County Administrator, County Recorder, Director of Planning and Development, Chief Stormwater Engineer, State's Attorney's Office, and Office of Assessments.

DATED at Woodstock, Illinois, this 21st day of April, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Authorizing Execution of a Stormwater Management Conservation Easement In lieu of Stormwater Storage for Permit SW-26-009 at 14814, IL RT 176, Woodstock, IL 60098 Seneca Township (10)

Board / Committee Action Requested:
To approve a resolution authorizing the County Board Chairman to execute a conservation easement in lieu of stormwater storage as part of Permit SW-26-009 on the property located at 14814, IL RT 176, Woodstock, IL 60098, in Seneca Township, as provided in the Stormwater Management Ordinance.

Background and Discussion: The McHenry County Stormwater Management Ordinance was adopted by the County Board on January 20, 2004, with the most recent amended version dated September 15, 2020. The Stormwater Management Ordinance includes a provision allowing the use of a conservation easement on a property in lieu of stormwater storage under Article VI, Section B, Paragraph 5.a. Under this provision, stormwater storage is not required for impervious areas placed within a conservation easement if that impervious area does not exceed 5% of the contiguous property.

Permit SW-26-009 was issued for additional impervious area to accommodate the owner's agricultural practices and agrotourism practices. The expansion occurred gradually over the course of multiple years under the previous owners. The majority of the surface drainage flows overland northward toward the depressional area on site. The property had already received a conservation easement under a previous permit (J-5545). This request is to amend the already recorded easement due to the expansion and other changes proposed on the site.

Staff have reviewed the plans and completed on-site inspections for the proposed design and the use of the conservation easement. It was determined the project meets the criteria for use of the conservation easement provision of the Stormwater Management Ordinance. Once signed by both the applicant and the County, the conservation easement document will be recorded with the County Recorder's Office. The conservation easement may be modified in the future, as necessary, to accommodate future improvement changes.

Impact on Human Resources: None.

Impact on Budget (Revenue; Expenses, Fringe Benefits): None.

Position Reclassification or Regrade, please address the following: 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 all relevant ordinances, policies, and the Strategic Plan.

VSEI
Vanderstappen Surveying & Engineering, Incorporated
1316 North Madison Street, Woodstock, Illinois
(815) 337-8310

ALL SEASONS APPLE ORCHARD CONSERVATION EASEMENT EXHIBIT



EXISTING IMPERVIOUS AREA

PRIOR TO 2004
PIN 12-25-400-005
12-25-300-016 109,470 SF
12-25-300-015
12-25-300-020 25,887 SF

ADDED AFTER 2004 67,674 SF

FUTURE IMPERVIOUS AREA

PROPOSED SHELTER 9,000 SF

POSS OTHER ADDITIONS 13,000 SF

TOTAL IMPERVIOUS AREA 225,031 SF OR 5.17 AC

MCHENRY COUNTY PLANNING AND DEVELOPMENT
STORMWATER DIVISION
MAY 29 2015
APPROVED BY MGF

EASEMENT DATA

TOTAL NON EASEMENT AREA 23.84 AC

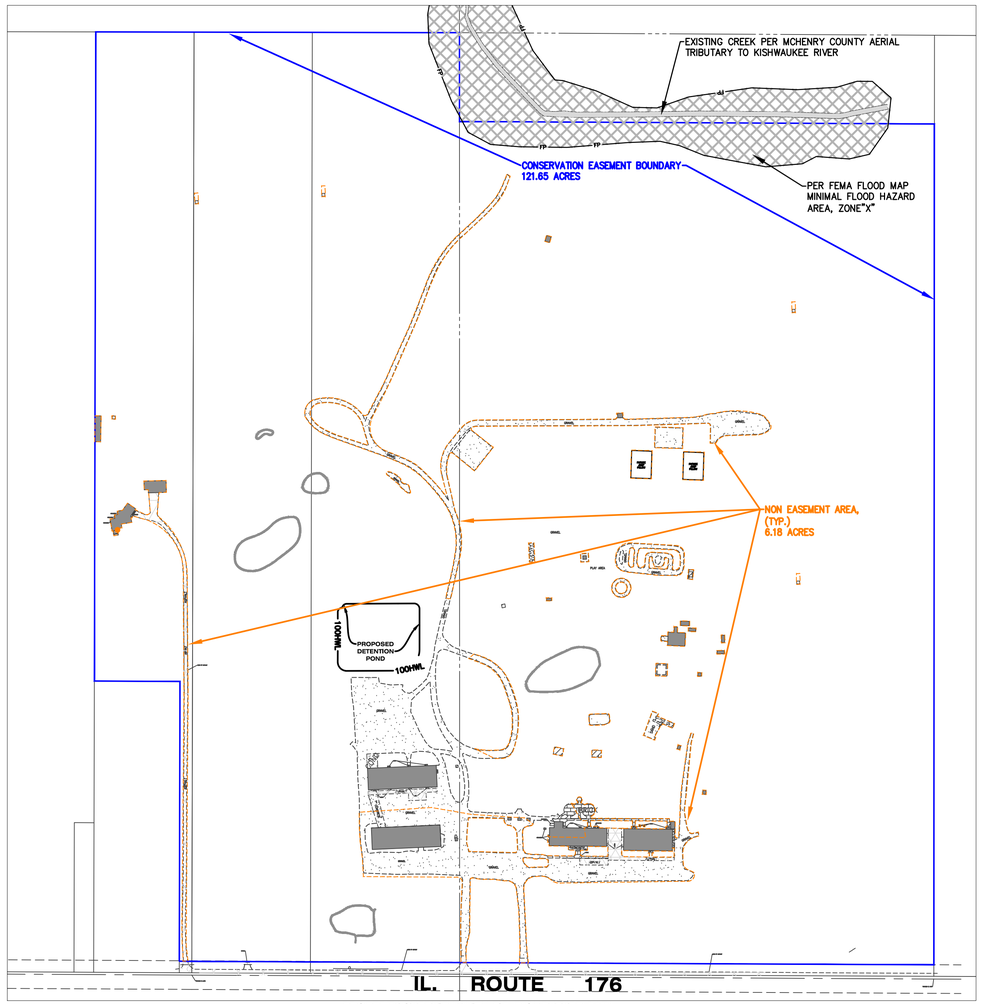
TOTAL CONSERVATION EASEMENT AREA 103.59 AC

TOTAL PROPERTY 127.43 AC

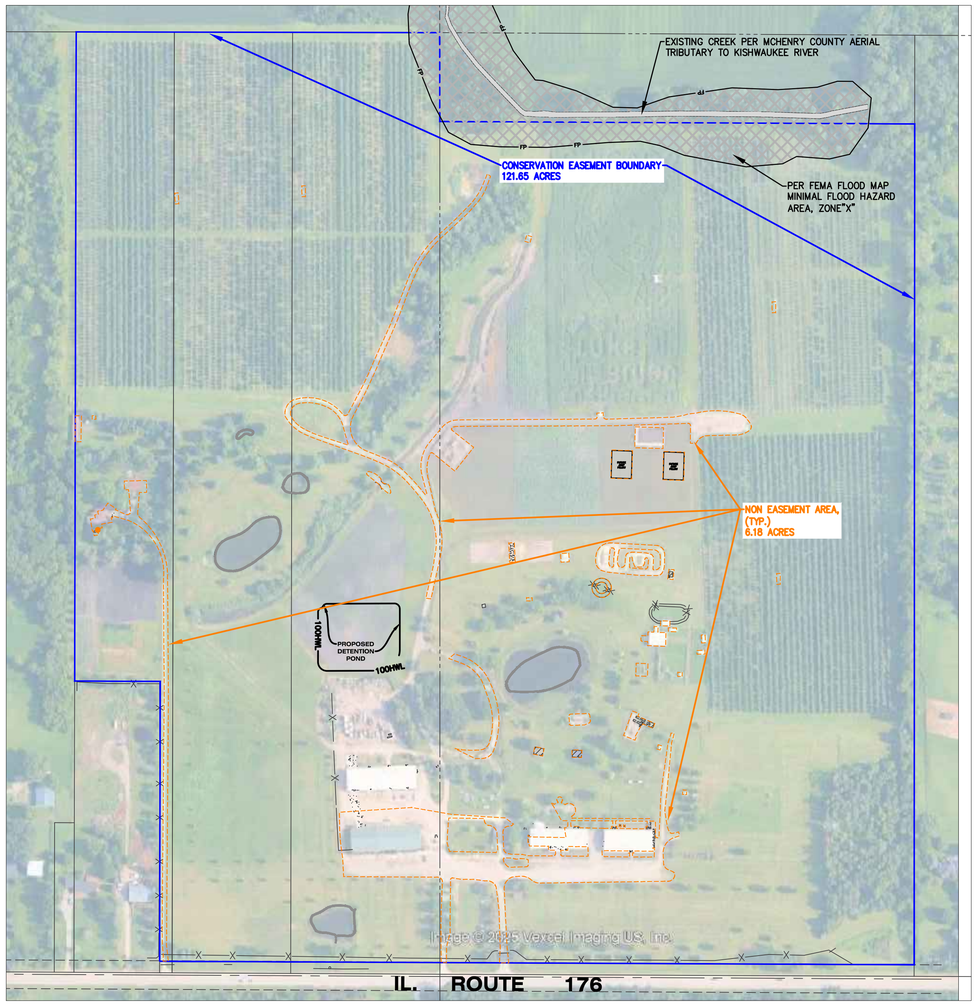
MAY 27 2015

SCALE: 1"=300'
JOB NO.: 150037
05/27/2015

Y:\PLATS\2015\0001-0199\150037_C-150037\Conservation Easement Exhibit\CONS-150037.dwg-imprv area exhibit-5/27/2015 12:37 PM



PROPERTY OVERVIEW WITH FIELD SURVEYED DATA
BOUNDARY & TOPOGRAPHIC SURVEY SOURCE:
VANDERSTAPPEN LAND SURVEYING, INC (VLSI),
JOB NUMBERS 221166 AND 230058 ON 11/10/2022
AND 02/10/2023.



PROPERTY OVERVIEW WITH AERIAL
AERIAL SOURCE: GOOGLE EARTH MAP 2025

CONSERVATION EASEMENT DATA

	SQ. FT.	ACRES
TOTAL CONTIGUOUS PROPERTY	5,577,858	128.05
TOTAL NON EASEMENT AREA	269,201	6.18
TOTAL CONSERVATION EASEMENT AREA	5,299,074	121.65
% OF PROPERTY DEDICATED TO CONSERVATION EASEMENT		95.00

IMPERVIOUS AREA INFORMATION

	SQ. FT.	ACRES
IMPERVIOUS AREA PRIOR 2004	135,357	3.11
IMPERVIOUS AREA ADDED POST 2004	223,446	5.13
TOTAL FUTURE IMPERVIOUS AREA	8,668	0.20
TOTAL IMPERVIOUS AREA	367,471	8.44
IMPERVIOUS AREA TRIBUTARY TO PROPOSED DETENTION BASIN	98446	2.26
IMPERVIOUS AREA NOT TRIBUTARY TO PROPOSED DETENTION BASIN	2690201	6.18

NOTE:
NON EASEMENT BOUNDARY SHOWN WAS PREPARED USING STATE PLAN COORDINATES IN AUTOCAD 2026 CIVIL 3D SOFTWARE

N
S
200' 0' 200' 400'
SCALE: 1" = 200'

EXHIBIT "B"

REVISIONS

DATE	NO.	

ALL SEASONS ORCHARD
14510 IL-176
WOODSTOCK, IL

EXHIBIT B - CONSERVATION EASEMENT EXHIBIT

CELTD
Caldwell Engineering, Ltd.
1316 North Madison Street, Woodstock, Illinois
(815) 338-5304 www.caldwellengineering.com

Designed By	MJC
Drawn By	SAH/TPS
Checked By	MJC
Date	12/22/2025
Job Number	CE25.011
Sheet Number	C-4

FOR PERMIT

N:\JOBS\2025\CE25011 - Orchard Fun LLC - Impervious Area Violation_Eng\GPC-25011.dwg-Conservation-11/9/2026 1:57 PM

R E S O L U T I O N

Resolution Awarding the 2026 County Highway Pavement Preservation and Maintenance Resurfacing Contract and Appropriating Funds (82)

WHEREAS, McHenry County annually resurfaces portions of the County Highway System to protect the pavement structure as well as to maintain a safe and quality riding surface for the public; and

WHEREAS, the Division of Transportation has developed a program to mill and resurface approximately 32.4 lanes miles of County Highways in 2026; and

WHEREAS, bids were opened on March 4, 2026 at the Division of Transportation, and the Transportation Committee of the County Board has reviewed the bids.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that the low bid be accepted for said contract and that a contract be awarded to Payne and Dolan Incorporated of Antioch, Illinois in the amount of $6,238,188.50; and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois that there is hereby appropriated the sum of six million six-hundred thousand dollars ($6,600,000.00) from the FY2026 MCDOT RTA Sales Tax Project Fund; Fund-Dept.-Div.-Main Acct. 260-82-8230-413150 (Highway Maintenance Contracts); and

BE IT FURTHER RESOLVED, that a Purchase Order shall be open and issued to Payne and Dolan Incorporated in a not to exceed amount of $6,600,000.00; and

BE IT FURTHER RESOLVED, that this project is designated as Section 26-00-00606-RS; 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 and the Chief Financial Officer as well as two certified copies and one electronic copy of this resolution to the Director of Transportation/County Engineer.

DATED at Woodstock, Illinois, this 21st day of April, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Awarding the 2026 County Highway Pavement Preservation and Maintenance Resurfacing Contract and Appropriating Funds (82)

Board / Committee Action Requested:
Appropriating funds and awarding a County Highway Pavement Preservation contract for milling and resurfacing approximately 32.4 lane miles of County Highways.

Background and Discussion:
McHenry County annually resurfaces a portion of the County Highway System to protect the pavement structures as well as to maintain a safe and quality riding surface for the public. A bid opening was held on March 4, 2026 at the Division of Transportation for the paving contract.

Work this year will consist of a 3.75" mill and resurface of three road segments, a 2.0” mill and resurface of one section of one road segment, a 0.75” thin lift resurfacing of one road segment, and shoulder rumble strip installation of three segments identified in our bid, in which one of the four segments also contains a section of hot-in-place recycling for a portion of the segment. The road segments are:

- An 8.0 lane-mile section of Maple Street from Francis Street to Harmony Road, of which 7.4 lane miles will receive the hot-in-place recycling treatment
- An 8.3 lane-mile section of Wilmot Road from State Line to US-12
- An 6.1 lane-mile section Richardson Road from IL-173 to Main Street
- An 10.0 lane-mile section of Flat Iron Road from County Line Road to IL-173

The $6,600,000.00 appropriation includes an approximate 5% contingency to the low bid amount to address any potential unforeseen construction costs.

Impact on Human Resources: None

Impact on Budget (Revenue; Expenses, Fringe Benefits): None

Position Reclassification or Regrade, please address the following: None

Impact on Capital Expenditures: The recommended award amount is $6,238,188.50, which is the low bid. The engineer's estimate was $7,330,246.60.

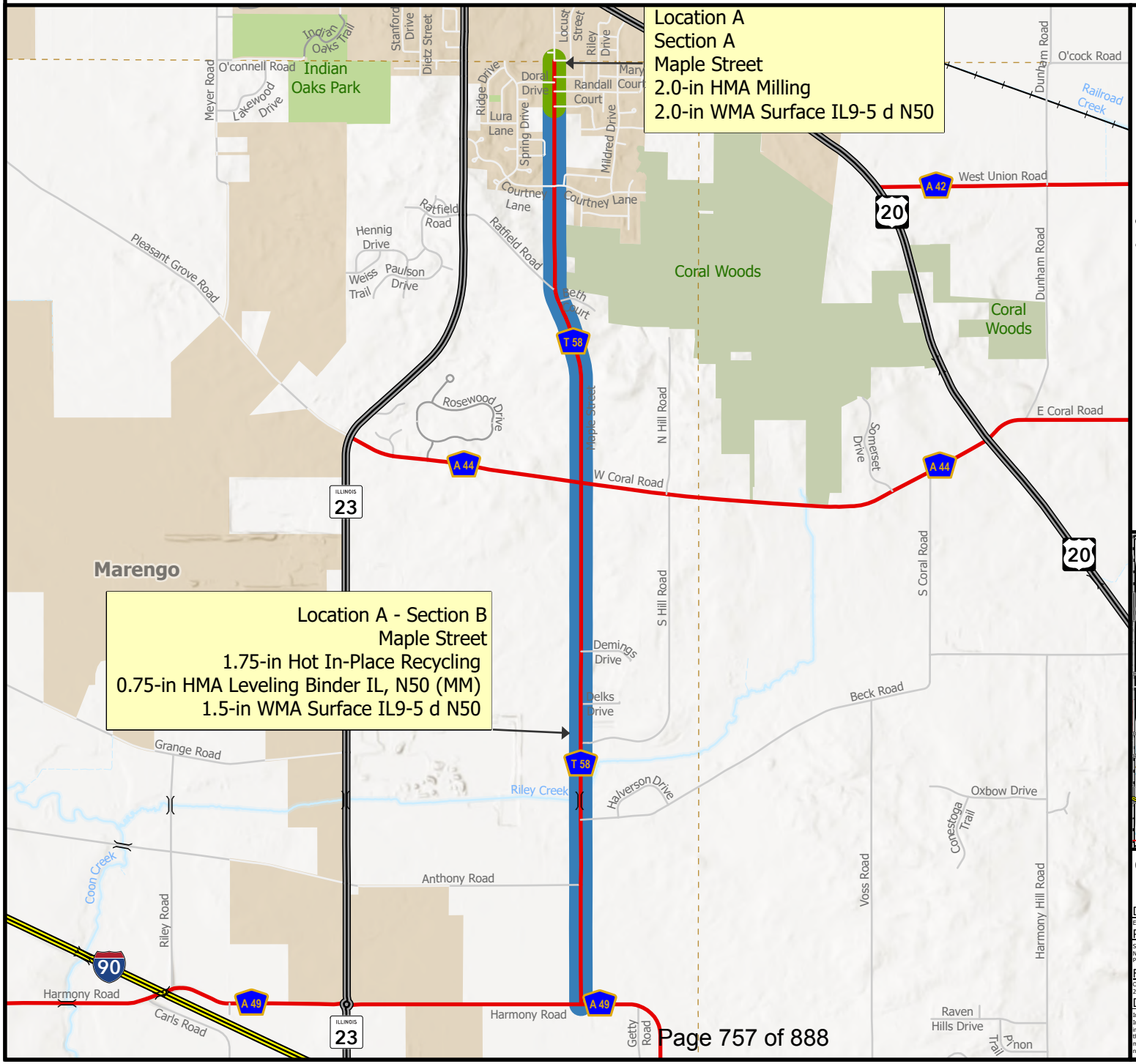
Impact on Physical Space: None

Impact on Other County Departments or Outside Agencies: None

Conformity to Board Ordinances, Policies and Strategic Plan: Conforms to the County's purchasing ordinance, policies and strategic plan.

2026 Paving - Location "A"

Maple Street



Roadway System

- Bridges
- County
- Interstate
- State/US Route
- Municipality
- Township
- Private, Other
- Railroad

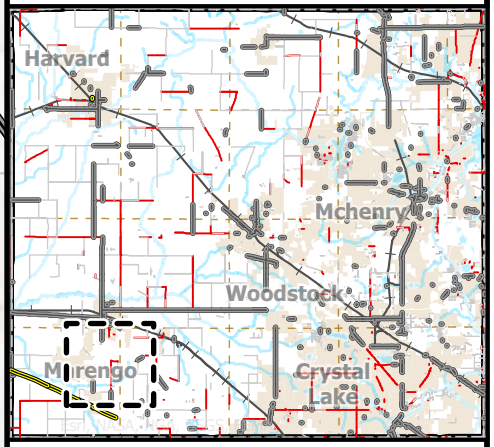
Basemapping

- County Boundry

- Township Boundry
- River/Stream/Creek
- Intermittent Stream
- Conservation Area
- Park
- Marengo

Extras

- Section A
- Section B



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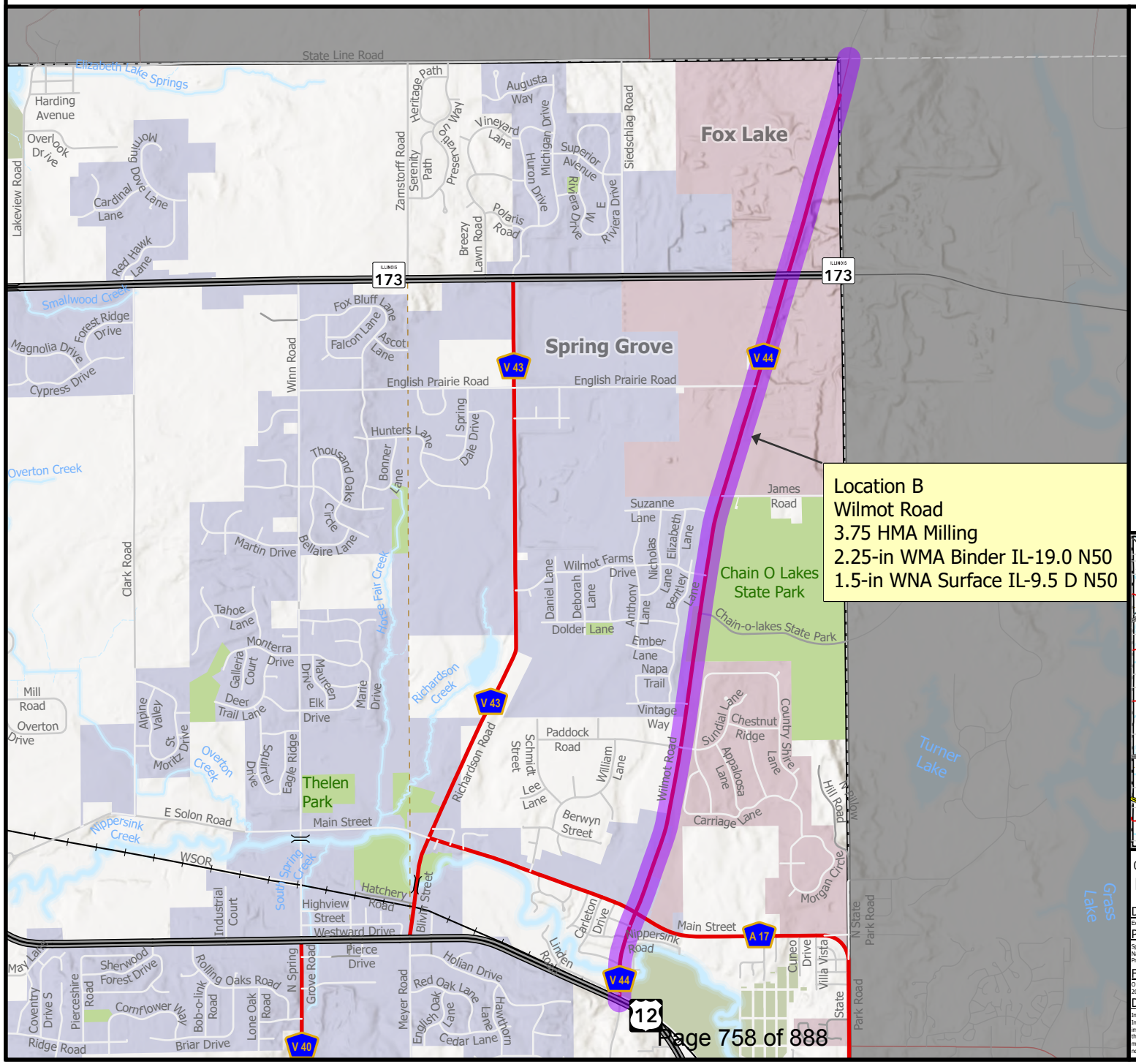
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N W E S

2026 County Paving - Location "B"

Wilmot Road

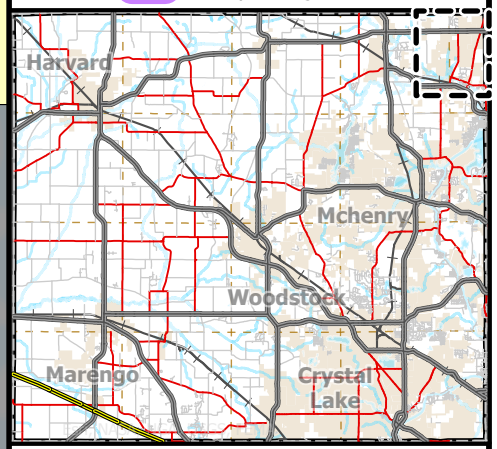


Roadway System

- Bridges
- County
- State/US Route
- Municipality
- Township
- Private, Other
- Railroad

Basemapping

- County Boundry
- Township Boundry
- Lakes-Ponds
- River/Stream/Creek
- Intermittent Stream
- Conservation Area
- Park
- Fox Lake
- Spring Grove
- County Paving



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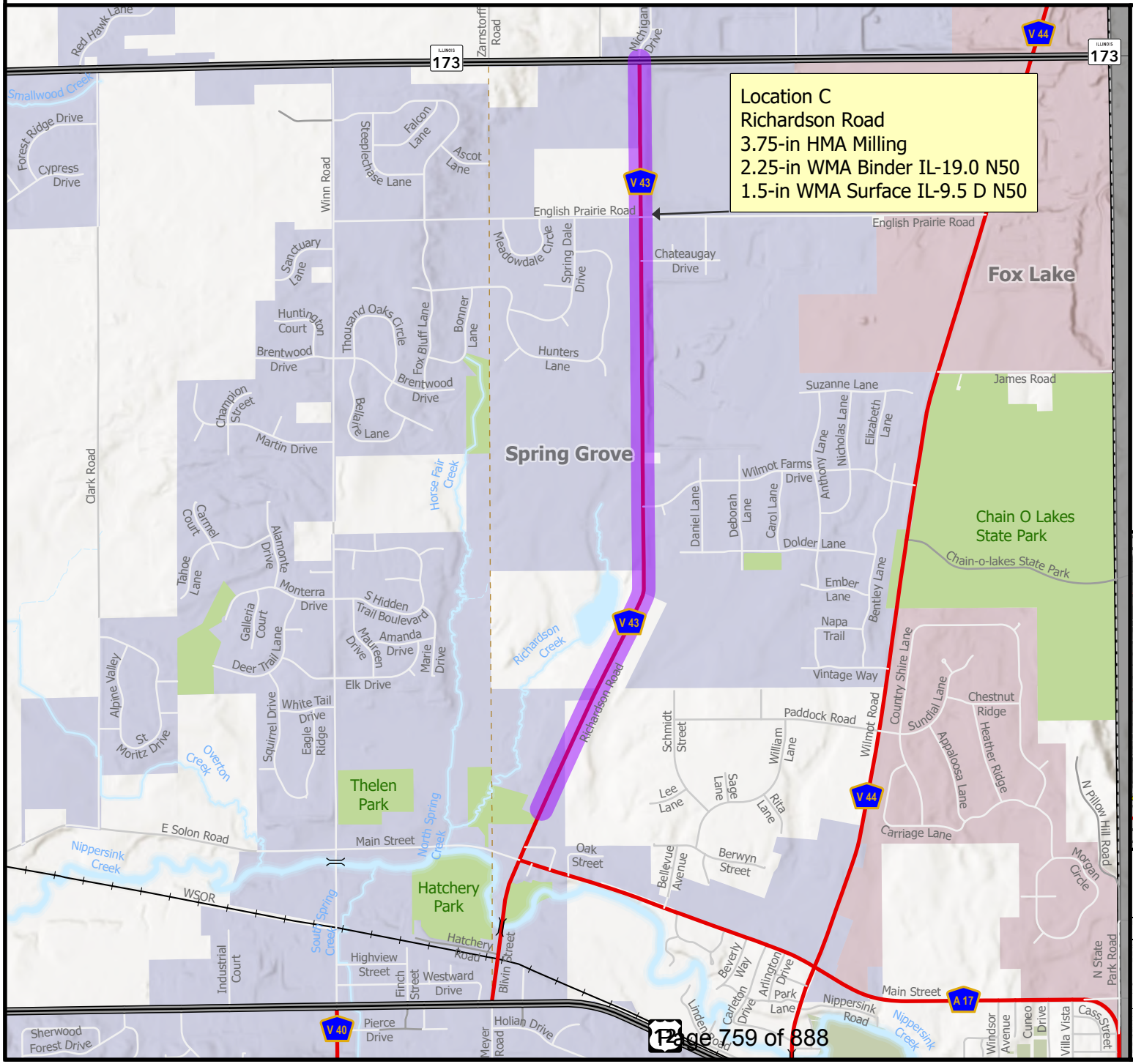
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N W E S

2026 County Paving - Location "C"

Richardson Road

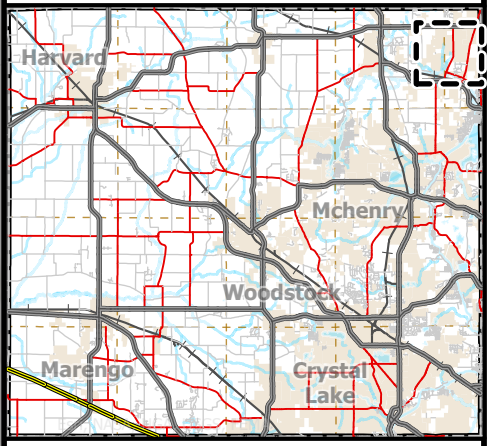


Roadway System

- Bridges
- County
- State/US Route
- Municipality
- Township
- Private, Other
- Railroad

Basemapping

- County Boundry
- Township Boundry
- Lakes-Ponds
- River/Stream/Creek
- Intermittent Stream
- Conservation Area
- Park
- Fox Lake
- Spring Grove
- County Paving



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N W E S

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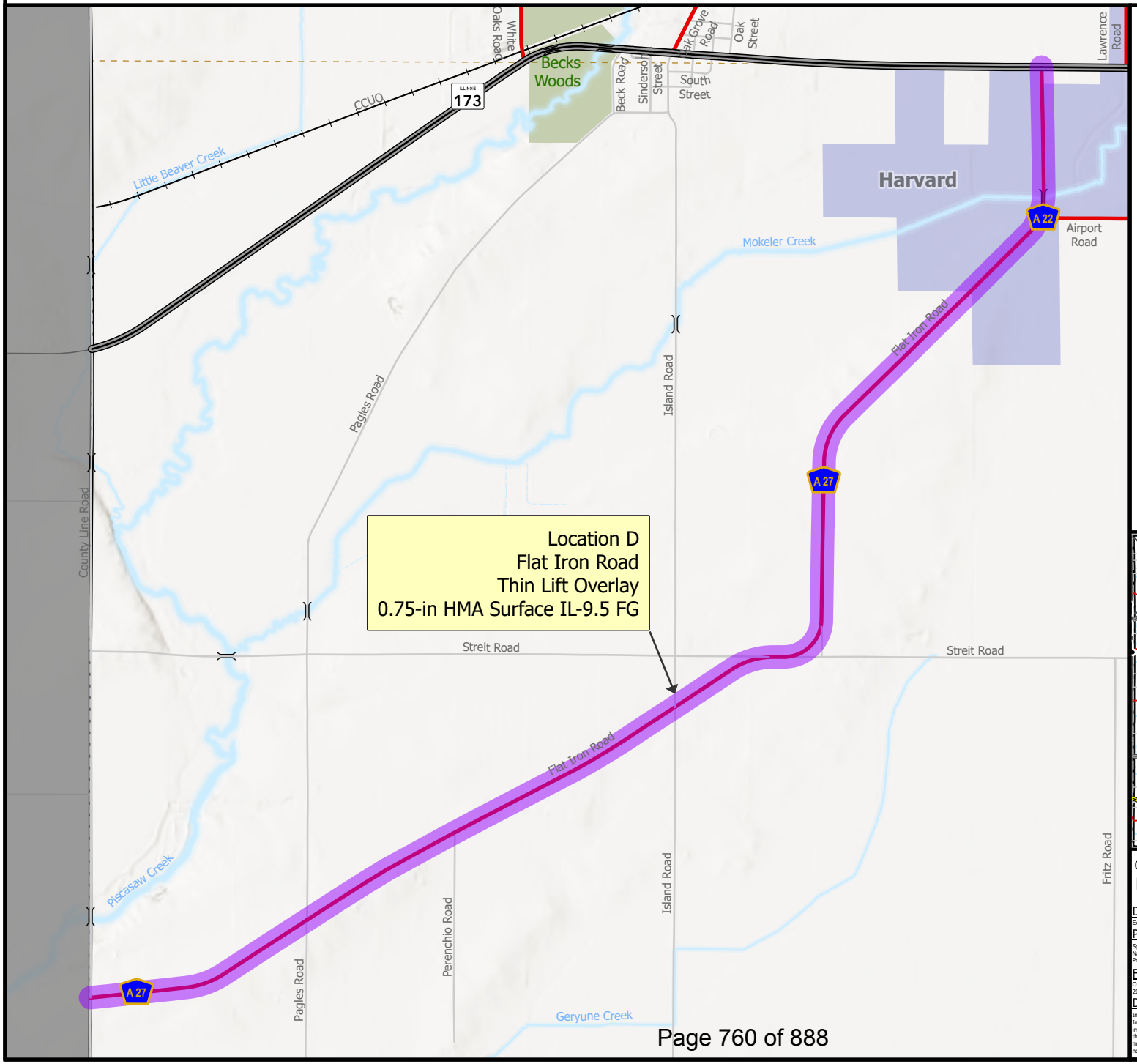
Projection
Spatial Reference
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Projection: Transverse Mercator

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2026 County Paving - Location "D"

Flat Iron Road

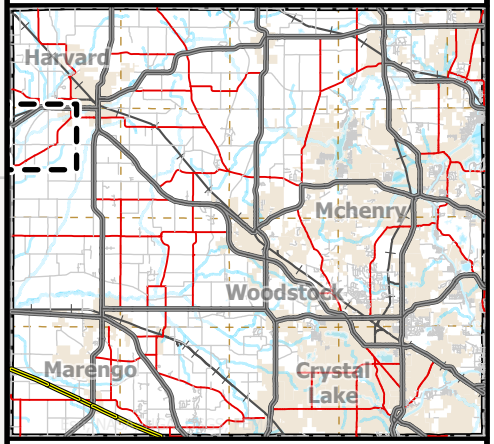


Roadway System

- Bridges
- County
- State/US Route
- Township
- Private, Other
- Railroad

Basemapping

- County Boundry
- Township Boundry
- Lakes-Ponds
- River/Stream/Creek
- Intermittent Stream
- Conservation Area
- Park
- Harvard
- County Paving



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Projection
Spatial Reference
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Projection: Transverse Mercator

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Tabulation of Bids

Local Public Agency: McHenry County Division of Transportation
County: McHenry
Section: 26-00606-00-RS
Engineer's Estimate: $7,330,246.60

Date: 03/04/26
Time: 9:00am

				Approved Engineer's Estimate		Name of Bidder: Payne & Dolan, Inc. Address of Bidder: 28435 W. IL Route 173 Antioch, IL 60002		Name of Bidder: Peter Baker & Son Address of Bidder: 1349 Rockland Rd. Lake Bluff, IL 60044	
						Proposal Guarantee: Bid Bond Terms: 5%		Proposal Guarantee: Bid Bond Terms: 5%	
Item No.	**Item**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	BITUMINOUS MATERIALS (TACK COAT)	POUND	230,000.00	$0.05	$11,500.00	$0.01	$2,300.00	$0.01	$2,300.00
2	BITUMINOUS MATERIALS - THIN LIFT (TACK COAT)	POUND	47,000.00	$0.50	$23,500.00	$0.01	$470.00	$0.01	$470.00
3	HMA IL 9.5 SURFACE COURSE FG - TLO 3/4"	TON	3,400.00	$110.00	$374,000.00	$94.15	$320,110.00	$99.50	$338,300.00
4	MIX DESIGN - HMA MIXTURE IL 9.5 FG - TLO	L SUM	1.00	$1,350.00	$1,350.00	$500.00	$500.00	$750.00	$750.00
5	LEVELING BINDER (MACHINE METHOD), N50	TON	3,600.00	$78.00	$280,800.00	$95.80	$344,880.00	$68.15	$245,340.00
6	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	5,450.00	$75.00	$408,750.00	$51.65	$281,492.50	$71.50	$389,675.00
7	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	10,550.00	$78.50	$828,175.00	$71.10	$750,105.00	$72.00	$759,600.00
8	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON	10,600.00	$74.50	$789,700.00	$51.70	$548,020.00	$71.75	$760,550.00
9	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	7,400.00	$78.00	$577,200.00	$62.35	$461,390.00	$72.00	$532,800.00
10	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	1,550.00	$60.00	$93,000.00	$46.00	$71,300.00	$61.30	$95,015.00
11	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1.00	$185,000.00	$185,000.00	$531,500.00	$531,500.00	$331,159.00	$331,159.00
12	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	9,300.00	$5.00	$46,500.00	$4.80	$44,640.00	$4.93	$45,849.00
13	HOT-MIX ASPHALT SURFACE REMOVAL, 3 3/4"	SQ YD	114,900.00	$4.50	$517,050.00	$3.30	$379,170.00	$3.45	$396,405.00
14	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	3,800.00	$12.50	$47,500.00	$9.65	$36,670.00	$10.00	$38,000.00
15	CHANGEABLE MESSAGE SIGN	CAL DA	70.00	$100.00	$7,000.00	$70.00	$4,900.00	$70.00	$4,900.00
16	AGGREGATE SHOULDERS, TYPE B (SPECIAL)	TON	1,550.00	$40.00	$62,000.00	$40.00	$62,000.00	$47.60	$73,780.00
17	AGGREGATE SHOULDERS, TYPE B - ENTRANCES	TON	325.00	$65.00	$21,125.00	$71.00	$23,075.00	$59.90	$19,467.50
18	EXCAVATING AND GRADING EXISTING SHOULDER-3'	UNIT	684.00	$650.00	$444,600.00	$240.00	$164,160.00	$434.00	$296,856.00
19	EXCAVATING AND GRADING EXISTING SHOULDERS (INTERMITTENT)	UNIT	41.30	$1,100.00	$45,430.00	$400.00	$16,520.00	$818.65	$33,810.25
20	HMA SHOULDERS, 6 INCH - 3 FEET WIDE	TON	10,300.00	$66.50	$684,950.00	$71.00	$731,300.00	$51.85	$534,055.00
21	HOT-MIX ASPHALT SHOULDERS, 6-INCH (INTERMITTENT)	TON	650.00	$80.00	$52,000.00	$67.50	$43,875.00	$56.75	$36,887.50
22	CONSTRUCTING TEST STRIP	EACH	3.00	$2,500.00	$7,500.00	$2,500.00	$7,500.00	$4,891.00	$14,673.00
23	CONSTRUCTING TEST STRIP - THIN LIFT	EACH	1.00	$7,000.00	$7,000.00	$3,300.00	$3,300.00	$5,294.00	$5,294.00
24	SHORT TERM PAVEMENT MARKING (SPECIAL)	FOOT	26,726.00	$0.10	$2,672.60	$2.00	$53,452.00	$1.09	$29,131.34
25	GROOVED THERMOPLASTIC PAVT MARK - L&S	SQ FT	1,080.40	$8.50	$9,183.40	$9.00	$9,723.60	$7.00	$7,562.80
26	GROOVED THERMOPLASTIC PAVT MARK - LINE 4"	FOOT	36,244.00	$1.10	$39,868.40	$1.45	$52,553.80	$0.95	$34,431.80
27	GROOVED THERMOPLASTIC PAVT MARK - LINE 6"	FOOT	1,025.00	$1.35	$1,383.75	$1.60	$1,640.00	$1.25	$1,281.25
28	GROOVED THERMOPLASTIC PAVT MARK - LINE 8"	FOOT	200.00	$3.50	$700.00	$1.90	$380.00	$2.00	$400.00
29	GROOVED THERMOPLASTIC PAVT MARK - LINE 12"	FOOT	1,251.00	$6.50	$8,131.50	$4.20	$5,254.20	$2.95	$3,690.45
30	GROOVED THERMOPLASTIC PAVT MARK - LINE 24"	FOOT	238.00	$10.00	$2,380.00	$9.00	$2,142.00	$7.00	$1,666.00
31	GROOVING FOR RECESSED PAVEMENT MARKING 5"	FOOT	9,143.00	$0.60	$5,485.80	$0.70	$6,400.10	$0.45	$4,114.35
32	GROOVING FOR RECESSED PAVEMENT MARKING 7"	FOOT	2,703.00	$0.70	$1,892.10	$0.85	$2,297.55	$0.65	$1,756.95
33	GROOVING FOR RECESSED PAVEMENT MARKING 9"	FOOT	312.00	$1.25	$390.00	$1.05	$327.60	$0.85	$265.20
34	PREFORMED PLASTIC PAVEMENT MARKING, TYPE D - LINE 4"	FOOT	9,143.00	$4.50	$41,143.50	$3.50	$32,000.50	$4.47	$40,869.21
35	PREFORMED PLASTIC PAVEMENT MARKING, TYPE D - LINE 6"	FOOT	2,703.00	$8.25	$22,299.75	$5.00	$13,515.00	$5.55	$15,001.65
36	PREFORMED PLASTIC PAVEMENT MARKING, TYPE D - LINE 8"	FOOT	312.00	$12.50	$3,900.00	$11.80	$3,681.60	$10.00	$3,120.00

Tabulation of Bids

Local Public Agency: McHenry County Division of Transportation
County: McHenry
Section: 26-00606-00-RS
Engineer's Estimate: $7,330,246.60

Date: 03/04/26
Time: 9:00am

						Name of Bidder: Payne & Dolan, Inc. Address of Bidder: 28435 W. IL Route 173 Antioch, IL 60002		Peter Baker & Son 1349 Rockland Rd. Lake Bluff, IL 60044	
						Proposal Guarantee:	Bid Bond	Bid Bond	
						Terms:	5%	5%	
				Approved Engineer's Estimate					
Item No.	**Item**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
37	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT	85,954.00	$0.55	$47,274.70	$0.40	$34,381.60	$0.29	$24,926.66
38	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 6 INCH	FOOT	173,096.00	$0.70	$121,167.20	$0.45	$77,893.20	$0.36	$62,314.56
39	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	41,300.00	$4.50	$185,850.00	$3.50	$144,550.00	$3.50	$144,550.00
40	MULCH, METHOD 2	ACRE	9.00	$18,500.00	$166,500.00	$2,000.00	$18,000.00	$1,850.00	$16,650.00
41	NITROGEN FERTILIZER NUTRIENT	POUND	770.00	$1.00	$770.00	$1.00	$770.00	$0.80	$616.00
42	POTASSIUM FERTILIZER NUTRIENT	POUND	770.00	$1.00	$770.00	$1.00	$770.00	$0.80	$616.00
43	SOIL DISPOSAL ANALYSIS	EACH	3.00	$3,000.00	$9,000.00	$1,300.00	$3,900.00	$1,450.00	$4,350.00
44	REGULATED SUBSTANCE FINAL CONSTRUCTION REPORT	L SUM	1.00	$3,000.00	$3,000.00	$3,400.00	$3,400.00	$3,100.00	$3,100.00
45	REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN	L SUM	1.00	$3,000.00	$3,000.00	$1,200.00	$1,200.00	$1,200.00	$1,200.00
46	ON SITE MONITORING OF REGULATED SUBSTANCES	CAL DA	7.00	$750.00	$5,250.00	$1,050.00	$7,350.00	$680.00	$4,760.00
47	HOT IN-PLACE RECYCLING - SURFACE RECYCLING	SQ YD	55,000.00	$6.50	$357,500.00	$6.20	$341,000.00	$6.20	$341,000.00
48	RECLAMITE EMUL MALTENE-BASED REJUVENATING	SQ YD	176,799.60	$1.25	$220,999.50	$1.32	$233,375.47	$1.32	$233,375.47
49	LONGITUDINAL JOINT SEALANT	FOOT	56,100.00	$2.75	$154,275.00	$2.59	$145,299.00	$3.46	$194,106.00
50	SINUSOIDAL SHOULDER RUMBLE STRIPS - 8"	FOOT	165,528.00	$0.80	$132,422.40	$0.16	$26,484.48	$0.61	$100,972.08
51	SINUSOIDAL SHOULDER RUMBLE STRIPS - 16"	FOOT	82,764.00	$1.00	$82,764.00	$0.20	$16,552.80	$0.65	$53,796.60
52	SINUSOIDAL SHOULDER RUMBLE STRIPS - 8" (TEST SECTION)	FOOT	6,100.00	$1.25	$7,625.00	$0.29	$1,769.00	$2.28	$13,908.00
53	SINUSOIDAL SHOULDER RUMBLE STRIPS - 16" (TEST SECTION)	FOOT	3,600.00	$1.50	$5,400.00	$0.49	$1,764.00	$3.47	$12,492.00
54	RELOCATE EXISTING MAILBOX	EACH	50.00	$50.00	$2,500.00	$150.00	$7,500.00	$245.00	$12,250.00
55	RAILROAD FLAGGER	DOLLAR	7,500.00	$1.00	$7,500.00	$1.00	$7,500.00	$1.00	$7,500.00
56	RAILROAD PROTECTIVE LIABILITY INSURANCE	L SUM	1.00	$3,500.00	$3,500.00	$3,700.00	$3,700.00	$4,785.00	$4,785.00
57	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	851.00	$40.00	$34,040.00	$29.00	$24,679.00	$29.00	$24,679.00
58	TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) TANGENT	EACH	8.00	$4,000.00	$32,000.00	$3,480.00	$27,840.00	$3,480.00	$27,840.00
59	TERMINAL MARKER - DIRECT APPLIED	EACH	8.00	$30.00	$240.00	$25.00	$200.00	$25.00	$200.00
60	GUARDRAIL REFLECTORS, TYPE A	EACH	11.00	$15.00	$165.00	$12.00	$132.00	$12.00	$132.00
61	GUARDRAIL REMOVAL	FOOT	1,146.00	$10.00	$11,460.00	$7.00	$8,022.00	$7.00	$8,022.00
62	AGGREGATE IMPROVEMENT UNDER GUARDRAIL (SPL)	SQ YD	784.70	$40.00	$31,388.00	$65.00	$51,005.50	$37.00	$29,033.90
63	SIDEWALK REMOVAL	SQ FT	350.00	$5.00	$1,750.00	$9.50	$3,325.00	$9.50	$3,325.00
64	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	60.00	$20.00	$1,200.00	$14.50	$870.00	$14.50	$870.00
65	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	350.00	$17.50	$6,125.00	$15.00	$5,250.00	$15.00	$5,250.00
66	DETECTABLE WARNINGS	SQ FT	65.00	$50.00	$3,250.00	$62.00	$4,030.00	$62.00	$4,030.00
67	COMBINATION CURB AND GUTTER REMOVAL	FOOT	200.00	$20.00	$4,000.00	$32.40	$6,480.00	$32.40	$6,480.00
68	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	200.00	$75.00	$15,000.00	$52.00	$10,400.00	$52.00	$10,400.00
69	ADA CURB RAMP LAYOUT AND DESIGN (SPL)	L SUM	1.00	$17,500.00	$17,500.00	$6,250.00	$6,250.00	$11,400.00	$11,400.00
				Total Bid:	As Read:		$6,238,188.50		$6,468,157.52
					As Calculated:		$6,238,188.50		$6,468,157.52
				Approved Engineer's Estimate:	**$7,330,246.60**	**LOW BID**			

R E S O L U T I O N

Resolution Awarding 2026 Construction Contracts on Behalf of Road Districts (82)

WHEREAS, the Illinois Highway Code requires that the County Board accept bids and award contracts that utilize Road District Motor Fuel Tax Funds for maintenance and construction; and

WHEREAS, contract maintenance resurfacing bids for Chemung, Coral, Dorr, Grafton, Greenwood, Hartland, Hebron, Marengo, Richmond, Riley and Seneca Township Road Districts were opened March 4, 2026 at the Division of Transportation and the Transportation Committee has reviewed the bids; and

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that Township Road District maintenance resurfacing contracts be awarded as follows:

Township	Section	Bid Amount	Vendor
Chemung	26-04000-01-GM	$337,794.00	Curran Contracting Company
Coral	26-05000-01-GM	$122,999.65	Peter Baker & Son Company
Dorr	26-06000-01-GM	$379,416.22	Builders Paving, LLC
Grafton	26-08000-01-GM	$245,715.77	Peter Baker & Son Company
Greenwood	26-09000-01-GM	$232,550.14	Payne & Dolan, Inc.
Hartland	26-10000-01-GM	$317,756.93	Peter Baker & Son Company
Hebron	26-11000-01-GM	$153,737.18	Payne & Dolan, Inc.
Marengo	26-12000-01-GM	$132,066.72	Peter Baker & Son Company
Richmond	26-15000-01-GM	$216,234.52	Payne & Dolan Incorporated
Riley	26-16000-01-GM	$216,986.53	Peter Baker & Son Company
Seneca	26-17000-01-GM	$80,339.53	Peter Baker & Son Company

BE IT FURTHER RESOLVED, that the Chairman is hereby authorized to execute the necessary contract and contract bond documents; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute an electronic copy and thirteen (13) certified copies of this resolution to the Director of Transportation/County Engineer, one to be transmitted to each Township Highway Commissioner and two of which will be forwarded to the Illinois Department of Transportation through its Regional Engineer's office in Schaumburg, Illinois.

DATED at Woodstock, Illinois, this 21st day of April, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Awarding 2026 Construction Contracts on Behalf of Road Districts (82)

Board / Committee Action Requested:
Approve a resolution accepting the resurfacing bids on behalf of the Township Road Districts for 2026.

Background and Discussion:
Each year, the McHenry County Division of Transportation assists most of the townships with bidding for roadway paving. The paving to be completed is funded 100% by the townships using their allotment of State Motor Fuel Tax dollars. The MCDOT facilitates the bid and, when requested, administers the contracts.

A public bid opening was held on March 4, 2026 at the Division of Transportation. All were checked for errors and the bids were tabulated for each project.

This is an annual bid, and the projects are funded through Township Motor Fuel Tax Funds and other Township funds as assigned by the respective Road Commissioner. Algonquin, McHenry and Nunda Townships typically utilize their MFT funds on Private Road Maintenance and the purchase of salt, paint & beads and HMA materials. Alden, Burton, and Dunham Townships will not be conducting a resurfacing program in 2026.

Hebron Township had an alternate bid, which was accepted. The alternate bid has no bearing towards the low bidder as the low bid is based off the base bid only.

Impact on Human Resources: None

Impact on Budget (Revenue; Expenses, Fringe Benefits): This resolution does not impact the County's budget.

Position Reclassification or Regrade, please address the following: 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 the County's purchasing ordinance, policies, and strategic plan.

Main Bid

Local Public Agency: Chemung Township
County: McHenry
Section: 26-04000-01-GM
Engineer's Estimate: $317,219.93

Date: 03/04/26
Time: 9:00am

					Name of Bidder:	Curran Contracting Co.		Geske & Sons, Inc.	
					Address of Bidder:	286 Memorial Court Crystal Lake, IL 60014		400 E. Terra Cotta Ave Crystal Lake, IL 60014	
					Proposal Guarantee:				
					Terms:				
					Approved Engineer's Estimate				
	Item No.	**Pay Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	05670301	SHORT TERM PAVEMENT MARKING (SPECIAL)	Foot	196.00	$1.50	$294.00	$3.00	$588.00	$1.00	$196.00
2	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	12,693.00	$0.01	$126.93	$1.00	$12,693.00	$0.31	$3,934.83
3	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	Sq Yd	451.00	$25.00	$11,275.00	$10.00	$4,510.00	$16.32	$7,360.32
4	40604050	HOT-MIX ASPHALT SURFACE COURSE IL-9.5, MIX "C", N50	Ton	2,370.00	$85.00	$201,450.00	$91.50	$216,855.00	$85.80	$203,346.00
5	44201696	CLASS D PATCHES, TYPE IV, 4 INCH	Sq Yd	2,257.00	$25.00	$56,425.00	$25.00	$56,425.00	$35.98	$81,206.86
6	48101200	AGGREGATE SHOULDERS, TYPE B	Ton	701.00	$55.00	$38,555.00	$53.00	$37,153.00	$45.40	$31,825.40
7	78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	Foot	122.00	$12.00	$1,464.00	$22.00	$2,684.00	$21.85	$2,665.70
8	78001180	PAINT PAVEMENT MARKING - LINE 24"	Foot	63.00	$10.00	$630.00	$22.00	$1,386.00	$40.25	$2,535.75
9	XXX02100	RAILROAD FLAGGER	Dollar	3,500.00	$1.00	$3,500.00	$1.00	$3,500.00	$1.00	$3,500.00
10	Z0048665	RAILROAD PROTECTIVE LIABILITY INSURANCE	L Sum	1.00	$3,500.00	$3,500.00	$2,000.00	$2,000.00	$2,310.00	$2,310.00
					Total Bid:	As Read:		$337,794.00		$338,880.86
						As Calculated:		$337,794.00		$338,880.86
					Approved Engineer's Estimate:	**$317,219.93**	**LOW BID**			

Main Bid

Name of Bidder: Peter Baker & Son, Co.
Address of Bidder: 1349 Rockland Rd.
Lake Bluff, IL 60044

Local Public Agency: Chemung Township
County: McHenry
Section: 26-04000-01-GM
Engineer's Estimate: $317,219.93

Date: 03/04/26
Time: 9:00am

Proposal Guarantee:
Terms:

	Item No.	Pay Item Description	Unit	Quantity	Approved Engineer's Estimate Unit Price	Approved Engineer's Estimate Total	Unit Price	Total
1	05670301	SHORT TERM PAVEMENT MARKING (SPECIAL)	Foot	196.00	$1.50	$294.00	$0.46	$90.16
2	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	12,693.00	$0.01	$126.93	$0.96	$12,185.28
3	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	Sq Yd	451.00	$25.00	$11,275.00	$19.97	$9,006.47
4	40604050	HOT-MIX ASPHALT SURFACE COURSE IL-9.5, MIX "C", N50	Ton	2,370.00	$85.00	$201,450.00	$101.30	$240,081.00
5	44201696	CLASS D PATCHES, TYPE IV, 4 INCH	Sq Yd	2,257.00	$25.00	$56,425.00	$20.50	$46,268.50
6	48101200	AGGREGATE SHOULDERS, TYPE B	Ton	701.00	$55.00	$38,555.00	$43.27	$30,332.27
7	78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	Foot	122.00	$12.00	$1,464.00	$12.00	$1,464.00
8	78001180	PAINT PAVEMENT MARKING - LINE 24"	Foot	63.00	$10.00	$630.00	$12.00	$756.00
9	XXX02100	RAILROAD FLAGGER	Dollar	3,500.00	$1.00	$3,500.00	$1.00	$3,500.00
10	Z0048665	RAILROAD PROTECTIVE LIABILITY INSURANCE	L Sum	1.00	$3,500.00	$3,500.00	$3,564.00	$3,564.00
					Total Bid:	As Read:		$347,247.68
						As Calculated:		$347,247.68
					Approved Engineer's Estimate:	**$317,219.93**		

Main Bid

Local Public Agency: Coral Township
County: McHenry
Section: 26-05000-01-GM
Engineer's Estimate: $140,445.85

Date: 03/04/26
Time: 9:00am

						Approved Engineer's Estimate		Builders Paving, LLC 4401 Roosevelt Road Hillside, IL 60162		Peter Baker & Son, Co. 1349 Rockland Rd. Lake Bluff, IL 60044	
					Name of Bidder:						
					Address of Bidder:						
					Proposal Guarantee:						
					Terms:						
	Item No.	**Pay Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	10,085.00	$0.01	$100.85	$0.01	$100.85	$0.01	$100.85
2	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	Sq Yd	53.00	$25.00	$1,325.00	$25.00	$1,325.00	$12.00	$636.00
3	05670301	SHORT TERM PAVEMENT MARKING (SPECIAL)	Foot	632.00	$1.50	$948.00	$0.50	$316.00	$0.01	$6.32
4	40604000	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5FG, MIX "C", N50	Ton	1,569.00	$88.00	$138,072.00	$79.00	$123,951.00	$77.92	$122,256.48
					Total Bid:	As Read:		$125,692.85		$122,999.65
						As Calculated:		$125,692.85		$122,999.65
					Approved Engineer's Estimate:	**$140,445.85**				**LOW BID**

Main Bid

Local Public Agency:	Coral Township
County:	McHenry
Section:	26-05000-01-GM
Engineer's Estimate:	$140,445.85

Date: 03/04/26
Time: 9:00am

Name of Bidder:	Plote Construction Inc.
Address of Bidder:	1100 Brandt Drive Hoffman Estates, IL 60192
Proposal Guarantee:	
Terms:	

	Item No.	Pay Item Description	Unit	Quantity	Approved Engineer's Estimate Unit Price	Approved Engineer's Estimate Total	Unit Price	Total
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	10,085.00	$0.01	$100.85	$0.01	$100.85
2	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	Sq Yd	53.00	$25.00	$1,325.00	$1.00	$53.00
3	05670301	SHORT TERM PAVEMENT MARKING (SPECIAL)	Foot	632.00	$1.50	$948.00	$0.01	$6.32
4	40604000	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5FG, MIX "C", N50	Ton	1,569.00	$88.00	$138,072.00	$102.75	$161,214.75
					Total Bid:	As Read:		$161,374.92
						As Calculated:		$161,374.92
				Approved Engineer's Estimate:		**$140,445.85**		

Main Bid

Local Public Agency: Dorr Township
County: McHenry
Section: 26-06000-01-GM
Engineer's Estimate: $459,053.62

Date: 03/04/26
Time: 9:00am

							Name of Bidder: Builders Paving, LLC Address of Bidder: 4401 Roosevelt Road Hillside, IL 60162		Curran Contracting Co. 286 Memorial Court Crystal Lake, IL 60014	
							Proposal Guarantee:			
							Terms:			
						Approved Engineer's Estimate				
	Item No.	**Pay Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	12,042.00	$0.01	$120.42	$0.01	$120.42	$1.00	$12,042.00
2	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	Sq Yd	1,327.00	$25.00	$33,175.00	$15.00	$19,905.00	$10.95	$14,530.65
3	40604050	HOT-MIX ASPHALT SURFACE COURSE IL-9.5, MIX "C", N50	Ton	2,998.00	$95.00	$284,810.00	$78.80	$236,242.40	$89.35	$267,871.30
4	44201696	CLASS D PATCHES, TYPE IV, 4 INCH	Sq Yd	1,339.00	$33.00	$44,187.00	$25.00	$33,475.00	$30.00	$40,170.00
5	48101200	AGGREGATE SHOULDERS, TYPE B	Ton	1,030.00	$35.00	$36,050.00	$45.00	$46,350.00	$35.00	$36,050.00
6	05670301	SHORT TERM PAVEMENT MARKING (SPECIAL)	Foot	1,704.00	$1.50	$2,556.00	$1.00	$1,704.00	$1.50	$2,556.00
7	X2700017	GROOVED THERMOPLASTIC PVT MARK - LINE 4"	Foot	37,428.00	$1.40	$52,399.20	$1.05	$39,299.40	$0.97	$36,305.16
8	X7810300	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL (SP)	Each	32.00	$8.00	$256.00	$10.00	$320.00	$25.00	$800.00
9	XX007092	RECESSED REFLECTIVE PAVEMENT MARKER	Each	50.00	$110.00	$5,500.00	$40.00	$2,000.00	$127.00	$6,350.00
					Total Bid:	As Read:		$379,416.22		$416,675.11
						As Calculated:		$379,416.22		$416,675.11
				Approved Engineer's Estimate:		**$459,053.62**	**LOW BID**			

Main Bid

Local Public Agency: Dorr Township
County: McHenry
Section: 26-06000-01-GM
Engineer's Estimate: $459,053.62

Date: 03/04/26
Time: 9:00am

							Name of Bidder:	Geske & Sons, Inc.	Peter Baker & Son, Co.	
							Address of Bidder:	400 E. Terra Cotta Ave Crystal Lake, IL 60014	1349 Rockland Rd. Lake Bluff, IL 60044	
							Proposal Guarantee:			
							Terms:			
							Approved Engineer's Estimate			
	Item No.	**Pay Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	12,042.00	$0.01	$120.42	$0.01	$120.42	$1.00	$12,042.00
2	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	Sq Yd	1,327.00	$25.00	$33,175.00	$10.00	$13,270.00	$23.05	$30,587.35
3	40604050	HOT-MIX ASPHALT SURFACE COURSE IL-9.5, MIX "C", N50	Ton	2,998.00	$95.00	$284,810.00	$79.50	$238,341.00	$98.76	$296,082.48
4	44201696	CLASS D PATCHES, TYPE IV, 4 INCH	Sq Yd	1,339.00	$33.00	$44,187.00	$28.90	$38,697.10	$18.40	$24,637.60
5	48101200	AGGREGATE SHOULDERS, TYPE B	Ton	1,030.00	$35.00	$36,050.00	$46.50	$47,895.00	$26.05	$26,831.50
6	05670301	SHORT TERM PAVEMENT MARKING (SPECIAL)	Foot	1,704.00	$1.50	$2,556.00	$1.00	$1,704.00	$1.39	$2,368.56
7	X2700017	GROOVED THERMOPLASTIC PVT MARK - LINE 4"	Foot	37,428.00	$1.40	$52,399.20	$1.01	$37,802.28	$1.05	$39,299.40
8	X7810300	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL (SP)	Each	32.00	$8.00	$256.00	$11.00	$352.00	$5.00	$160.00
9	XX007092	RECESSED REFLECTIVE PAVEMENT MARKER	Each	50.00	$110.00	$5,500.00	$74.80	$3,740.00	$68.00	$3,400.00
					Total Bid:	As Read:		$381,921.80		$435,408.89
						As Calculated:		$381,921.80		$435,408.89
				Approved Engineer's Estimate:		**$459,053.62**				

Main Bid

Local Public Agency: Dorr Township
County: McHenry
Section: 26-06000-01-GM
Engineer's Estimate: $459,053.62

Date: 03/04/26
Time: 9:00am

Name of Bidder: Plote Construction Inc.
Address of Bidder: 1100 Brandt Drive, Hoffman Estates, IL 60192

Proposal Guarantee:
Terms:

	Item No.	Pay Item Description	Unit	Quantity	Approved Engineer's Estimate Unit Price	Approved Engineer's Estimate Total	Unit Price	Total
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	12,042.00	$0.01	$120.42	$0.01	$120.42
2	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	Sq Yd	1,327.00	$25.00	$33,175.00	$1.00	$1,327.00
3	40604050	HOT-MIX ASPHALT SURFACE COURSE IL-9.5, MIX "C", N50	Ton	2,998.00	$95.00	$284,810.00	$114.25	$342,521.50
4	44201696	CLASS D PATCHES, TYPE IV, 4 INCH	Sq Yd	1,339.00	$33.00	$44,187.00	$25.00	$33,475.00
5	48101200	AGGREGATE SHOULDERS, TYPE B	Ton	1,030.00	$35.00	$36,050.00	$40.00	$41,200.00
6	05670301	SHORT TERM PAVEMENT MARKING (SPECIAL)	Foot	1,704.00	$1.50	$2,556.00	$3.45	$5,878.80
7	X2700017	GROOVED THERMOPLASTIC PVT MARK - LINE 4"	Foot	37,428.00	$1.40	$52,399.20	$1.05	$39,299.40
8	X7810300	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL (SP)	Each	32.00	$8.00	$256.00	$75.00	$2,400.00
9	XX007092	RECESSED REFLECTIVE PAVEMENT MARKER	Each	50.00	$110.00	$5,500.00	$40.00	$2,000.00

Total Bid:	As Read:	Not read; no addendum
	As Calculated:	$468,222.12
Approved Engineer's Estimate:	**$459,053.62**	

Main Bid

Local Public Agency: Grafton Township
County: McHenry
Section: 26-08000-01-GM
Engineer's Estimate: $305,765.31

Date: 03/04/26
Time: 9:00am

							Name of Bidder:	Builders Paving, LLC	Curran Contracting Co.	
							Address of Bidder:	4401 Roosevelt Road Hillside, IL 60162	286 Memorial Court Crystal Lake, IL 60014	
							Proposal Guarantee:			
							Terms:			
							Approved Engineer's Estimate			
	Item No.	**Pay Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	8,461.00	$0.01	$84.61	$0.01	$84.61	$0.01	$84.61
2	40600625	LEVELING BINDER (MACHINE METHOD) N50	Ton	256.00	$100.00	$25,600.00	$78.00	$19,968.00	$88.75	$22,720.00
3	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	Sq Yd	176.00	$25.00	$4,400.00	$50.00	$8,800.00	$13.35	$2,349.60
4	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	Ton	813.00	$92.00	$74,796.00	$78.00	$63,414.00	$76.75	$62,397.75
5	40604050	HOT-MIX ASPHALT SURFACE COURSE IL-9.5, MIX "C", N50	Ton	1,054.00	$95.00	$100,130.00	$78.00	$82,212.00	$105.00	$110,670.00
6	44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	Sq Yd	6,084.00	$2.50	$15,210.00	$2.50	$15,210.00	$3.50	$21,294.00
7	44000164	HOT-MIX ASPHALT SURFACE REMOVAL, 3 3/4"	Sq Yd	6,449.00	$6.00	$38,694.00	$5.75	$37,081.75	$4.95	$31,922.55
8	44201696	CLASS D PATCHES, TYPE IV, 4 INCH	Sq Yd	628.00	$33.00	$20,724.00	$40.00	$25,120.00	$35.00	$21,980.00
9	05670301	SHORT TERM PAVEMENT MARKING (SPECIAL)	Foot	2,649.00	$1.50	$3,973.50	$1.00	$2,649.00	$1.45	$3,841.05
10	X2700017	GROOVED THERMOPLASTIC PVT MARK - LINE 4"	Foot	15,703.00	$1.40	$21,984.20	$1.15	$18,058.45	$1.15	$18,058.45
11	X2700020	GROOVED THERMOPLASTIC PVT MARK - LINE 24"	Foot	13.00	$13.00	$169.00	$10.00	$130.00	$10.00	$130.00
					Total Bid:	As Read:		$272,727.81		$295,448.01
						As Calculated:		$272,727.81		$295,448.01
				Approved Engineer's Estimate:		**$305,765.31**				

Main Bid

Local Public Agency: Grafton Township
County: McHenry
Section: 26-08000-01-GM
Engineer's Estimate: $305,765.31

Date: 03/04/26
Time: 9:00am

							Name of Bidder:	Geske & Sons, Inc.	Peter Baker & Son, Co.	
							Address of Bidder:	400 E. Terra Cotta Ave Crystal Lake, IL 60014	1349 Rockland Rd. Lake Bluff, IL 60044	
							Proposal Guarantee:			
							Terms:			
						Approved Engineer's Estimate				
	Item No.	**Pay Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	8,461.00	$0.01	$84.61	$0.30	$2,538.30	$0.01	$84.61
2	40600625	LEVELING BINDER (MACHINE METHOD) N50	Ton	256.00	$100.00	$25,600.00	$93.15	$23,846.40	$79.56	$20,367.36
3	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	Sq Yd	176.00	$25.00	$4,400.00	$20.35	$3,581.60	$0.01	$1.76
4	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	Ton	813.00	$92.00	$74,796.00	$84.01	$68,300.13	$72.43	$58,885.59
5	40604050	HOT-MIX ASPHALT SURFACE COURSE IL-9.5, MIX "C", N50	Ton	1,054.00	$95.00	$100,130.00	$87.60	$92,330.40	$82.42	$86,870.68
6	44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	Sq Yd	6,084.00	$2.50	$15,210.00	$2.52	$15,331.68	$3.03	$18,434.52
7	44000164	HOT-MIX ASPHALT SURFACE REMOVAL, 3 3/4"	Sq Yd	6,449.00	$6.00	$38,694.00	$4.42	$28,504.58	$4.80	$30,955.20
8	44201696	CLASS D PATCHES, TYPE IV, 4 INCH	Sq Yd	628.00	$33.00	$20,724.00	$33.20	$20,849.60	$17.15	$10,770.20
9	05670301	SHORT TERM PAVEMENT MARKING (SPECIAL)	Foot	2,649.00	$1.50	$3,973.50	$0.50	$1,324.50	$0.75	$1,986.75
10	X2700017	GROOVED THERMOPLASTIC PVT MARK - LINE 4"	Foot	15,703.00	$1.40	$21,984.20	$1.24	$19,471.72	$1.10	$17,273.30
11	X2700020	GROOVED THERMOPLASTIC PVT MARK - LINE 24"	Foot	13.00	$13.00	$169.00	$64.00	$832.00	$6.60	$85.80
					Total Bid:	As Read:		$276,910.91		$245,715.77
						As Calculated:		$276,910.91		$245,715.77
				Approved Engineer's Estimate:		**$305,765.31**				**LOW BID**

Main Bid

Local Public Agency: Grafton Township
County: McHenry
Section: 26-08000-01-GM
Engineer's Estimate: $305,765.31

Date: 03/04/26
Time: 9:00am

Name of Bidder: Plote Construction Inc.
Address of Bidder: 1100 Brandt Drive, Hoffman Estates, IL 60192

Proposal Guarantee:
Terms:

	Item No.	Pay Item Description	Unit	Quantity	Approved Engineer's Estimate Unit Price	Approved Engineer's Estimate Total	Unit Price	Total
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	8,461.00	$0.01	$84.61	$0.01	$84.61
2	40600625	LEVELING BINDER (MACHINE METHOD) N50	Ton	256.00	$100.00	$25,600.00	$105.00	$26,880.00
3	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	Sq Yd	176.00	$25.00	$4,400.00	$1.00	$176.00
4	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	Ton	813.00	$92.00	$74,796.00	$88.00	$71,544.00
5	40604050	HOT-MIX ASPHALT SURFACE COURSE IL-9.5, MIX "C", N50	Ton	1,054.00	$95.00	$100,130.00	$96.00	$101,184.00
6	44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	Sq Yd	6,084.00	$2.50	$15,210.00	$2.60	$15,818.40
7	44000164	HOT-MIX ASPHALT SURFACE REMOVAL, 3 3/4"	Sq Yd	6,449.00	$6.00	$38,694.00	$4.60	$29,665.40
8	44201696	CLASS D PATCHES, TYPE IV, 4 INCH	Sq Yd	628.00	$33.00	$20,724.00	$24.00	$15,072.00
9	05670301	SHORT TERM PAVEMENT MARKING (SPECIAL)	Foot	2,649.00	$1.50	$3,973.50	$0.01	$26.49
10	X2700017	GROOVED THERMOPLASTIC PVT MARK - LINE 4"	Foot	15,703.00	$1.40	$21,984.20	$1.10	$17,273.30
11	X2700020	GROOVED THERMOPLASTIC PVT MARK - LINE 24"	Foot	13.00	$13.00	$169.00	$6.60	$85.80

Total Bid:	As Read:	$277,810.00
	As Calculated:	$277,810.00
Approved Engineer's Estimate:	**$305,765.31**	

Main Bid

Local Public Agency: Greenwood Township
County: McHenry
Section: 26-09000-01-GM
Engineer's Estimate: $299,530.64

Date: 03/04/26
Time: 9:00am

					Name of Bidder:	Builders Paving, LLC		Curran Contracting Co.	
					Address of Bidder:	4401 Roosevelt Road Hillside, IL 60162		286 Memorial Court Crystal Lake, IL 60014	
					Proposal Guarantee:				
					Terms:				
					Approved Engineer's Estimate				
	Item No.	**Pay Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	13,764.00	$0.01	$137.64	$0.01	$137.64	$1.00	$13,764.00
2	40600625	LEVELING BINDER (MACHINE METHOD) N50	Ton	588.00	$100.00	$58,800.00	$93.00	$54,684.00	$86.05	$50,597.40
3	40604050	HOT-MIX ASPHALT SURFACE COURSE IL-9.5, MIX "C", N50	Ton	2,098.00	$95.00	$199,310.00	$81.00	$169,938.00	$96.05	$201,512.90
4	44201696	CLASS D PATCHES, TYPE IV, 4 INCH	Sq Yd	1,251.00	$33.00	$41,283.00	$20.00	$25,020.00	$35.00	$43,785.00
					Total Bid:	As Read:		$249,779.64		$309,659.30
						As Calculated:		$249,779.64		$309,659.30
					Approved Engineer's Estimate:	**$299,530.64**				

Main Bid

Local Public Agency: Greenwood Township
County: McHenry
Section: 26-09000-01-GM
Engineer's Estimate: $299,530.64

Date: 03/04/26
Time: 9:00am

							Name of Bidder:	Geske & Sons, Inc.	Payne & Dolan, Inc.	
							Address of Bidder:	400 E. Terra Cotta Ave Crystal Lake, IL 60014	28435 W. Route 173 Antioch, IL 60002	
							Proposal Guarantee:			
							Terms:			
							Approved Engineer's Estimate			
	Item No.	**Pay Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	13,764.00	$0.01	$137.64	$0.01	$137.64	$0.01	$137.64
2	40600625	LEVELING BINDER (MACHINE METHOD) N50	Ton	588.00	$100.00	$58,800.00	$87.40	$51,391.20	$73.55	$43,247.40
3	40604050	HOT-MIX ASPHALT SURFACE COURSE IL-9.5, MIX "C", N50	Ton	2,098.00	$95.00	$199,310.00	$84.00	$176,232.00	$76.45	$160,392.10
4	44201696	CLASS D PATCHES, TYPE IV, 4 INCH	Sq Yd	1,251.00	$33.00	$41,283.00	$29.65	$37,092.15	$23.00	$28,773.00
					Total Bid:	As Read:		$264,852.99		$232,550.14
						As Calculated:		$264,852.99		$232,550.14
				Approved Engineer's Estimate:		**$299,530.64**				**LOW BID**

Main Bid

Name of Bidder:	Peter Baker & Son, Co.
Address of Bidder:	1349 Rockland Rd. Lake Bluff, IL 60044
Proposal Guarantee:	
Terms:	

Local Public Agency: Greenwood Township
County: McHenry
Section: 26-09000-01-GM
Engineer's Estimate: $299,530.64

Date: 03/04/26
Time: 9:00am

	Item No.	Pay Item Description	Unit	Quantity	Approved Engineer's Estimate Unit Price	Approved Engineer's Estimate Total	Unit Price	Total
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	13,764.00	$0.01	$137.64	$0.01	$137.64
2	40600625	LEVELING BINDER (MACHINE METHOD) N50	Ton	588.00	$100.00	$58,800.00	$83.10	$48,862.80
3	40604050	HOT-MIX ASPHALT SURFACE COURSE IL-9.5, MIX "C", N50	Ton	2,098.00	$95.00	$199,310.00	$82.47	$173,022.06
4	44201696	CLASS D PATCHES, TYPE IV, 4 INCH	Sq Yd	1,251.00	$33.00	$41,283.00	$10.00	$12,510.00
					Total Bid:	As Read:		$234,532.50
						As Calculated:		$234,532.50
				Approved Engineer's Estimate:		**$299,530.64**		

Main Bid

Local Public Agency: Hartland Township
County: McHenry
Section: 26-10000-01-GM
Engineer's Estimate: $335,416.63

Date: 03/04/26
Time: 9:00am

							Name of Bidder:	Curran Contracting Co.	Geske & Sons, Inc.	
							Address of Bidder:	286 Memorial Court Crystal Lake, IL 60014	400 E. Terra Cotta Ave Crystal Lake, IL 60014	
							Proposal Guarantee:			
							Terms:			
								Approved Engineer's Estimate		
	Item No.	**Pay Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	05640606	LEVELING BINDER (MACHINE METHOD) N50	Ton	49.00	$100.00	$4,900.00	$87.25	$4,275.25	$109.35	$5,358.15
2	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	15,263.00	$0.01	$152.63	$0.90	$13,736.70	$0.31	$4,731.53
3	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	Sq Yd	707.00	$25.00	$17,675.00	$18.75	$13,256.25	$16.05	$11,347.35
4	40604050	HOT-MIX ASPHALT SURFACE COURSE IL-9.5, MIX "C", N50	Ton	2,851.00	$95.00	$270,845.00	$92.75	$264,430.25	$90.40	$257,730.40
5	44201696	CLASS D PATCHES, TYPE IV, 4 INCH	Sq Yd	1,268.00	$33.00	$41,844.00	$41.50	$52,622.00	$35.25	$44,697.00
					Total Bid:	As Read:		$348,320.45	Not Read; Missing BLR 12325	
						As Calculated:		$348,320.45		$323,864.43
				Approved Engineer's Estimate:		**$335,416.63**				

Main Bid

Local Public Agency: Hartland Township
County: McHenry
Section: 26-10000-01-GM
Engineer's Estimate: $335,416.63

Date: 03/04/26
Time: 9:00am

Name of Bidder: Peter Baker & Son, Co.
Address of Bidder: 1349 Rockland Rd.
Lake Bluff, IL 60044

Proposal Guarantee:
Terms:

	Item No.	Pay Item Description	Unit	Quantity	Approved Engineer's Estimate Unit Price	Approved Engineer's Estimate Total	Unit Price	Total
1	05640606	LEVELING BINDER (MACHINE METHOD) N50	Ton	49.00	$100.00	$4,900.00	$95.65	$4,686.85
2	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	15,263.00	$0.01	$152.63	$0.01	$152.63
3	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	Sq Yd	707.00	$25.00	$17,675.00	$28.75	$20,326.25
4	40604050	HOT-MIX ASPHALT SURFACE COURSE IL-9.5, MIX "C", N50	Ton	2,851.00	$95.00	$270,845.00	$95.00	$270,845.00
5	44201696	CLASS D PATCHES, TYPE IV, 4 INCH	Sq Yd	1,268.00	$33.00	$41,844.00	$17.15	$21,746.20
					Total Bid:	As Read:		$317,756.93
						As Calculated:		$317,756.93
				Approved Engineer's Estimate:		**$335,416.63**	**LOW BID**	

Main Bid

Local Public Agency: Hebron Township
County: McHenry
Section: 26-11000-01-GM
Engineer's Estimate: $99,234.00

Date: 03/04/26
Time: 9:00am

							Name of Bidder:	Curran Contracting Co.	Geske & Sons, Inc.	
							Address of Bidder:	286 Memorial Court Crystal Lake, IL 60014	400 E. Terra Cotta Ave Crystal Lake, IL 60014	
							Proposal Guarantee:			
							Terms:			
							Approved Engineer's Estimate			
	Item No.	**Pay Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	2,900.00	$0.01	$29.00	$1.00	$2,900.00	$0.60	$1,740.00
2	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	Sq Yd	155.00	$19.00	$2,945.00	$10.50	$1,627.50	$30.80	$4,774.00
3	40604050	HOT-MIX ASPHALT SURFACE COURSE IL-9.5, MIX "C", N50	Ton	722.00	$90.00	$64,980.00	$100.25	$72,380.50	$99.50	$71,839.00
4	44201696	CLASS D PATCHES, TYPE IV, 4 INCH	Sq Yd	516.00	$30.00	$15,480.00	$45.00	$23,220.00	$44.50	$22,962.00
5	48101200	AGGREGATE SHOULDERS, TYPE B	Ton	316.00	$50.00	$15,800.00	$33.00	$10,428.00	$56.50	$17,854.00
					Total Bid:	As Read:		$110,556.00		$119,169.00
						As Calculated:		$110,556.00		$119,169.00
				Approved Engineer's Estimate:		**$99,234.00**				

Main Bid

Local Public Agency: Hebron Township
County: McHenry
Section: 26-11000-01-GM
Engineer's Estimate: $99,234.00

Date: 03/04/26
Time: 9:00am

							Name of Bidder:	Payne & Dolan, Inc.		Peter Baker & Son, Co.	
							Address of Bidder:	28435 W. Route 173 Antioch, IL 60002		1349 Rockland Rd. Lake Bluff, IL 60044	
							Proposal Guarantee:				
							Terms:				
							Approved Engineer's Estimate				
	Item No.	**Pay Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	2,900.00	$0.01	$29.00	$0.01	$29.00	$0.01	$29.00
2	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	Sq Yd	155.00	$19.00	$2,945.00	$23.00	$3,565.00	$16.05	$2,487.75
3	40604050	HOT-MIX ASPHALT SURFACE COURSE IL-9.5, MIX "C", N50	Ton	722.00	$90.00	$64,980.00	$80.00	$57,760.00	$108.50	$78,337.00
4	44201696	CLASS D PATCHES, TYPE IV, 4 INCH	Sq Yd	516.00	$30.00	$15,480.00	$23.00	$11,868.00	$46.90	$24,200.40
5	48101200	AGGREGATE SHOULDERS, TYPE B	Ton	316.00	$50.00	$15,800.00	$35.00	$11,060.00	$35.25	$11,139.00
					Total Bid:	As Read:		$84,282.00		$116,193.15
						As Calculated:		$84,282.00		$116,193.15
				Approved Engineer's Estimate:		**$99,234.00**	**LOW BID**			

Alt Bid

Local Public Agency: Hebron Township
County: McHenry
Section: 26-11000-01-GM
Engineer's Estimate: $79,492.43

Date: 03/04/26
Time: 9:00am

						Name of Bidder:	Curran Contracting Co.		Geske & Sons, Inc.	
						Address of Bidder:	286 Memorial Court Crystal Lake, IL 60014		400 E. Terra Cotta Ave Crystal Lake, IL 60014	
						Proposal Guarantee:				
						Terms:				
					Approved Engineer's Estimate					
	Item No.	**Pay Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	3,743.00	$0.01	$37.43	$1.00	$3,743.00	$0.60	$2,245.80
2	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	Sq Yd	60.00	$25.00	$1,500.00	$10.50	$630.00	$30.80	$1,848.00
3	40604050	HOT-MIX ASPHALT SURFACE COURSE IL-9.5, MIX "C", N50	Ton	699.00	$95.00	$66,405.00	$90.25	$63,084.75	$99.50	$69,550.50
4	48101200	AGGREGATE SHOULDERS, TYPE B	Ton	330.00	$35.00	$11,550.00	$33.00	$10,890.00	$56.50	$18,645.00
					Total Bid:	As Read:		$78,347.75		$92,289.30
						As Calculated:		$78,347.75		$92,289.30
				Approved Engineer's Estimate:		**$79,492.43**				

Alt Bid

Local Public Agency: Hebron Township
County: McHenry
Section: 26-11000-01-GM
Engineer's Estimate: $79,492.43

Date: 03/04/26
Time: 9:00am

							Name of Bidder: Payne & Dolan, Inc. Address of Bidder: 28435 W. Route 173 Antioch, IL 60002		Peter Baker & Son, Co. 1349 Rockland Rd. Lake Bluff, IL 60044	
							Proposal Guarantee:			
							Terms:			
					Approved Engineer's Estimate					
	Item No.	**Pay Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	3,743.00	$0.01	$37.43	$0.01	$37.43	$0.01	$37.43
2	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	Sq Yd	60.00	$25.00	$1,500.00	$45.25	$2,715.00	$16.05	$963.00
3	40604050	HOT-MIX ASPHALT SURFACE COURSE IL-9.5, MIX "C", N50	Ton	699.00	$95.00	$66,405.00	$77.25	$53,997.75	$108.50	$75,841.50
4	48101200	AGGREGATE SHOULDERS, TYPE B	Ton	330.00	$35.00	$11,550.00	$38.50	$12,705.00	$35.25	$11,632.50
					Total Bid:	As Read:		$69,452.48		$88,474.43
						As Calculated:		$69,455.18		$88,474.43
				Approved Engineer's Estimate:		**$79,492.43**	**ACCEPTED**			

Main Bid

Local Public Agency: Marengo Township
County: McHenry
Section: 26-12000-01-GM
Engineer's Estimate: $143,389.06

Date: 03/04/26
Time: 9:00am

					Approved Engineer's Estimate		Builders Paving, LLC		Curran Contracting Co.	
							4401 Roosevelt Road Hillside, IL 60162		286 Memorial Court Crystal Lake, IL 60014	
	Item No.	**Pay Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	5,706.00	$0.01	$57.06	$0.01	$57.06	$0.01	$57.06
2	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	Sq Yd	161.00	$25.00	$4,025.00	$25.00	$4,025.00	$16.95	$2,728.95
3	40604050	HOT-MIX ASPHALT SURFACE COURSE IL-9.5, MIX "C", N50	Ton	1,066.00	$95.00	$101,270.00	$88.00	$93,808.00	$96.65	$103,028.90
4	44201696	CLASS D PATCHES, TYPE IV, 4 INCH	Sq Yd	634.00	$33.00	$20,922.00	$45.00	$28,530.00	$35.00	$22,190.00
5	48101200	AGGREGATE SHOULDERS, TYPE B	Ton	489.00	$35.00	$17,115.00	$66.00	$32,274.00	$43.25	$21,149.25
					Total Bid:	As Read:		$158,964.06		$149,154.16
						As Calculated:		$158,694.06		$149,154.16
		Approved Engineer's Estimate:			As Read:	**$126,274.06**				
					As Calculated:	**$143,389.06**				

Main Bid

Local Public Agency: Marengo Township
County: McHenry
Section: 26-12000-01-GM
Engineer's Estimate: $143,389.06

Date: 03/04/26
Time: 9:00am

					Name of Bidder:	Geske & Sons, Inc.		Payne & Dolan, Inc.	
					Address of Bidder:	400 E. Terra Cotta Ave Crystal Lake, IL 60014		28435 W. Route 173 Antioch, IL 60002	
					Proposal Guarantee:				
					Terms:				
					Approved Engineer's Estimate				
	Item No.	**Pay Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	5,706.00	$0.01	$57.06	$0.43	$2,453.58	$1.00	$5,706.00
2	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	Sq Yd	161.00	$25.00	$4,025.00	$29.40	$4,733.40	$3.00	$483.00
3	40604050	HOT-MIX ASPHALT SURFACE COURSE IL-9.5, MIX "C", N50	Ton	1,066.00	$95.00	$101,270.00	$90.40	$96,366.40	$102.50	$109,265.00
4	44201696	CLASS D PATCHES, TYPE IV, 4 INCH	Sq Yd	634.00	$33.00	$20,922.00	$35.00	$22,190.00	$20.50	$12,997.00
5	48101200	AGGREGATE SHOULDERS, TYPE B	Ton	489.00	$35.00	$17,115.00	$48.50	$23,716.50	$41.00	$20,049.00
					Total Bid: As Read:			$149,459.88		$148,500.00
					Total Bid: As Calculated:			$149,459.88		$148,500.00
		Approved Engineer's Estimate:			As Read:	**$126,274.06**				
					As Calculated:	**$143,389.06**				

Main Bid

Local Public Agency: Marengo Township
County: McHenry
Section: 26-12000-01-GM
Engineer's Estimate: $143,389.06

Date: 03/04/26
Time: 9:00am

					Approved Engineer's Estimate		Peter Baker & Son, Co. 1349 Rockland Rd. Lake Bluff, IL 60044		Schroeder Asphalt Services, PO Box 831 Huntley, IL 60142	
					Name of Bidder:					
					Address of Bidder:					
					Proposal Guarantee:					
					Terms:					
	Item No.	**Pay Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	5,706.00	$0.01	$57.06	$1.00	$5,706.00	$0.01	$57.06
2	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	Sq Yd	161.00	$25.00	$4,025.00	$29.50	$4,749.50	$6.00	$966.00
3	40604050	HOT-MIX ASPHALT SURFACE COURSE IL-9.5, MIX "C", N50	Ton	1,066.00	$95.00	$101,270.00	$92.87	$98,999.42	$87.00	$92,742.00
4	44201696	CLASS D PATCHES, TYPE IV, 4 INCH	Sq Yd	634.00	$33.00	$20,922.00	$17.00	$10,778.00	$40.00	$25,360.00
5	48101200	AGGREGATE SHOULDERS, TYPE B	Ton	489.00	$35.00	$17,115.00	$24.20	$11,833.80	$40.00	$19,560.00
					Total Bid:	As Read:		$132,066.72		$138,685.06
						As Calculated:		$132,066.72		$138,685.06
					Approved Engineer's Estimate:	As Read:	**$126,274.06**	**LOW BID**		
						As Calculated:	**$143,389.06**			

Main Bid

Local Public Agency: Richmond Township
County: McHenry
Section: 26-15000-01-GM
Engineer's Estimate: $291,436.87

Date: 03/04/26
Time: 9:00am

							Name of Bidder: / Address of Bidder:	Curran Contracting Co. 286 Memorial Court Crystal Lake, IL 60014		Geske & Sons, Inc. 400 E. Terra Cotta Ave Crystal Lake, IL 60014	
							Proposal Guarantee:				
							Terms:				
							Approved Engineer's Estimate				
	Item No.	**Pay Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	8,687.00	$0.01	$86.87	$1.00	$8,687.00	$0.33	$2,866.71
2	40600625	LEVELING BINDER (MACHINE METHOD) N50	Ton	812.00	$100.00	$81,200.00	$82.45	$66,949.40	$89.70	$72,836.40
3	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	Sq Yd	1,183.00	$25.00	$29,575.00	$14.50	$17,153.50	$10.65	$12,598.95
4	40604050	HOT-MIX ASPHALT SURFACE COURSE IL-9.5, MIX "C", N50	Ton	1,623.00	$95.00	$154,185.00	$96.45	$156,538.35	$86.10	$139,740.30
5	48101200	AGGREGATE SHOULDERS, TYPE B	Ton	754.00	$35.00	$26,390.00	$38.50	$29,029.00	$44.55	$33,590.70
					Total Bid:	As Read:		$278,357.25		$261,633.06
						As Calculated:		$278,357.25		$261,633.06
				Approved Engineer's Estimate:		**$291,436.87**				

Main Bid

Local Public Agency: Richmond Township
County: McHenry
Section: 26-15000-01-GM
Engineer's Estimate: $291,436.87

Date: 03/04/26
Time: 9:00am

							Name of Bidder:	Payne & Dolan, Inc.		Peter Baker & Son, Co.	
							Address of Bidder:	28435 W. Route 173 Antioch, IL 60002		1349 Rockland Rd. Lake Bluff, IL 60044	
							Proposal Guarantee:				
							Terms:				
							Approved Engineer's Estimate				
	Item No.	**Pay Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	8,687.00	$0.01	$86.87	$0.01	$86.87	$0.92	$7,992.04
2	40600625	LEVELING BINDER (MACHINE METHOD) N50	Ton	812.00	$100.00	$81,200.00	$76.30	$61,955.60	$81.65	$66,299.80
3	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	Sq Yd	1,183.00	$25.00	$29,575.00	$2.35	$2,780.05	$22.53	$26,652.99
4	40604050	HOT-MIX ASPHALT SURFACE COURSE IL-9.5, MIX "C", N50	Ton	1,623.00	$95.00	$154,185.00	$84.00	$136,332.00	$86.85	$140,957.55
5	48101200	AGGREGATE SHOULDERS, TYPE B	Ton	754.00	$35.00	$26,390.00	$20.00	$15,080.00	$29.20	$22,016.80
					Total Bid:	As Read:		$216,234.52		$263,919.18
						As Calculated:		$216,234.52		$263,919.18
				Approved Engineer's Estimate:		**$291,436.87**	**LOW BID**			

Main Bid

Local Public Agency: Riley Township
County: McHenry
Section: 26-16000-01-GM
Engineer's Estimate: $261,684.29

Date: 03/04/26
Time: 9:00am

						Approved Engineer's Estimate		Geske & Sons, Inc. 400 E. Terra Cotta Ave Crystal Lake, IL 60014		Peter Baker & Son, Co. 1349 Rockland Rd. Lake Bluff, IL 60044	
						Name of Bidder:					
						Address of Bidder:					
						Proposal Guarantee:					
						Terms:					
	Item No.	**Pay Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	12,929.00	$0.01	$129.29	$0.30	$3,878.70	$0.01	$129.29
2	40600625	LEVELING BINDER (MACHINE METHOD) N50	Ton	246.00	$100.00	$24,600.00	$86.10	$21,180.60	$79.12	$19,463.52
3	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	Sq Yd	305.00	$25.00	$7,625.00	$24.15	$7,365.75	$30.00	$9,150.00
4	40604050	HOT-MIX ASPHALT SURFACE COURSE IL-9.5, MIX "C", N50	Ton	2,414.00	$95.00	$229,330.00	$85.10	$205,431.40	$77.98	$188,243.72
					Total Bid:	As Read:		$237,856.45		$216,986.53
						As Calculated:		$237,856.45		$216,986.53
				Approved Engineer's Estimate:		**$261,684.29**				**LOW BID**

Main Bid

Local Public Agency: Seneca Township
County: McHenry
Section: 26-17000-01-GM
Engineer's Estimate: $80,545.54

Date: 03/04/26
Time: 9:00am

					Approved Engineer's Estimate		Name of Bidder: Builders Paving, LLC Address of Bidder: 4401 Roosevelt Road Hillside, IL 60162		Curran Contracting Co. 286 Memorial Court Crystal Lake, IL 60014	
							Proposal Guarantee:			
							Terms:			
	Item No.	**Pay Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	4,034.00	$0.01	$40.34	$0.01	$40.34	$0.01	$40.34
2	40600625	LEVELING BINDER (MACHINE METHOD) N50	Ton	189.00	$100.00	$18,900.00	$100.00	$18,900.00	$98.75	$18,663.75
3	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	Sq Yd	203.00	$25.00	$5,075.00	$25.00	$5,075.00	$27.00	$5,481.00
4	40604050	HOT-MIX ASPHALT SURFACE COURSE IL-9.5, MIX "C", N50	Ton	377.00	$95.00	$35,815.00	$108.00	$40,716.00	$134.25	$50,612.25
5	44000158	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	Sq Yd	4,482.00	$2.10	$9,412.20	$4.75	$21,289.50	$3.50	$15,687.00
6	44201696	CLASS D PATCHES, TYPE IV, 4 INCH	Sq Yd	225.00	$33.00	$7,425.00	$60.00	$13,500.00	$53.50	$12,037.50
7	78001110	PAINT PAVEMENT MARKING - LINE 4"	Foot	4,280.00	$0.70	$2,996.00	$0.64	$2,739.20	$1.00	$4,280.00
8	05670301	SHORT TERM PAVEMENT MARKING (SPECIAL)	Foot	588.00	$1.50	$882.00	$1.00	$588.00	$2.15	$1,264.20
					Total Bid:	As Read:		$102,848.04		$108,066.04
						As Calculated:		$102,848.04		$108,066.04
				Approved Engineer's Estimate:		**$80,545.54**				

Main Bid

Local Public Agency: Seneca Township
County: McHenry
Section: 26-17000-01-GM
Engineer's Estimate: $80,545.54

Date: 03/04/26
Time: 9:00am

							Name of Bidder: / Address of Bidder:	Geske & Sons, Inc. 400 E. Terra Cotta Ave Crystal Lake, IL 60014		Maneval Construction 28090 W Concrete Dr. Ingleside, IL 60041	
							Proposal Guarantee:				
							Terms:				
					Approved Engineer's Estimate						
	Item No.	**Pay Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	4,034.00	$0.01	$40.34	$0.56	$2,259.04	$1.00	$4,034.00
2	40600625	LEVELING BINDER (MACHINE METHOD) N50	Ton	189.00	$100.00	$18,900.00	$111.00	$20,979.00	$122.00	$23,058.00
3	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	Sq Yd	203.00	$25.00	$5,075.00	$12.50	$2,537.50	$1.00	$203.00
4	40604050	HOT-MIX ASPHALT SURFACE COURSE IL-9.5, MIX "C", N50	Ton	377.00	$95.00	$35,815.00	$99.85	$37,643.45	$113.00	$42,601.00
5	44000158	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	Sq Yd	4,482.00	$2.10	$9,412.20	$3.99	$17,883.18	$6.00	$26,892.00
6	44201696	CLASS D PATCHES, TYPE IV, 4 INCH	Sq Yd	225.00	$33.00	$7,425.00	$46.25	$10,406.25	$17.00	$3,825.00
7	78001110	PAINT PAVEMENT MARKING - LINE 4"	Foot	4,280.00	$0.70	$2,996.00	$1.15	$4,922.00	$2.00	$8,560.00
8	05670301	SHORT TERM PAVEMENT MARKING (SPECIAL)	Foot	588.00	$1.50	$882.00	$1.00	$588.00	$0.10	$58.80
					Total Bid:	As Read:		$97,218.42		$109,231.80
						As Calculated:		$97,218.42		$109,231.80
				Approved Engineer's Estimate:		**$80,545.54**				

Main Bid

Local Public Agency: Seneca Township
County: McHenry
Section: 26-17000-01-GM
Engineer's Estimate: $80,545.54

Date: 03/04/26
Time: 9:00am

							Name of Bidder: Peter Baker & Son, Co.		Schroeder Asphalt Services, Inc.	
							Address of Bidder: 1349 Rockland Rd. Lake Bluff, IL 60044		PO Box 831 Huntley, IL 60142	
							Proposal Guarantee:			
							Terms:			
					Approved Engineer's Estimate					
	Item No.	**Pay Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	Pound	4,034.00	$0.01	$40.34	$0.01	$40.34	$0.01	$40.34
2	40600625	LEVELING BINDER (MACHINE METHOD) N50	Ton	189.00	$100.00	$18,900.00	$88.20	$16,669.80	$90.00	$17,010.00
3	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	Sq Yd	203.00	$25.00	$5,075.00	$0.01	$2.03	$5.00	$1,015.00
4	40604050	HOT-MIX ASPHALT SURFACE COURSE IL-9.5, MIX "C", N50	Ton	377.00	$95.00	$35,815.00	$96.35	$36,323.95	$90.00	$33,930.00
5	44000158	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	Sq Yd	4,482.00	$2.10	$9,412.20	$4.07	$18,241.74	$3.50	$15,687.00
6	44201696	CLASS D PATCHES, TYPE IV, 4 INCH	Sq Yd	225.00	$33.00	$7,425.00	$17.75	$3,993.75	$40.00	$9,000.00
7	78001110	PAINT PAVEMENT MARKING - LINE 4"	Foot	4,280.00	$0.70	$2,996.00	$1.00	$4,280.00	$1.00	$4,280.00
8	05670301	SHORT TERM PAVEMENT MARKING (SPECIAL)	Foot	588.00	$1.50	$882.00	$1.34	$787.92	$3.00	$1,764.00
					Total Bid:	As Read:		$80,339.53		$82,726.34
						As Calculated:		$80,339.53		$82,726.34
				Approved Engineer's Estimate:		**$80,545.54**	**LOW BID**			

R E S O L U T I O N

Resolution Awarding a Contract for the Construction of the Charles J Miller Road Bridge Superstructure Replacement and Appropriating Funds (82)

WHEREAS, in order to maintain the condition of County Bridges it is necessary to perform inspections that are reviewed by the Illinois Department of Transportation; and

WHEREAS, the eastbound and westbound Charles J Miller Bridges are the largest bridges on the County Highway System. Together these bridges carry over 16,000 vehicles over the Fox River daily; and

WHEREAS, maintenance needs of this bridge began to exceed the capabilities, time and expertise of the MCDOT Maintenance staff; and

WHEREAS, the Division of Transportation sought the advice of their bridge inspection consultant Willett Hofmann & Associates to evaluate options for repair of the eastbound bridge; and

WHEREAS, On June 11, 2024, Willett Hofmann & Associates sent inspectors and structural engineers to inspect the bridge, utilizing various methods including sounding and thermal imaging and discovered that the bridge was experiencing delamination of the concrete deck through the reinforcement plane; and

WHEREAS, the area that was found to have failed exceeded the capabilities of in-house crews and that plans and a contract needed to be put together for bid; and

WHEREAS, the primary work includes removal of the existing deck, placement of the new deck, stabilization of the shoreline under the bridge and all other associated work; and

WHEREAS, bids were opened on March 4, 2026 at the Division of Transportation, and the Transportation Committee of the County Board have reviewed the bids.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that the bids be accepted for said primary contract and that a contract be awarded to Lorig Construction Company of Des Plaines, Illinois in the amount of $5,070,478.05; and

BE IT FURTHER RESOLVED, that a Purchase Order shall be opened and issued to Lorig Construction Company in a not to exceed amount of $6,000,000.00; and

BE IT FURTHER RESOLVED, that there is a hereby appropriated from the FY2026 budget the sum of six million dollars ($6,000,000.00) from the MCDOT RTA Sales Tax Project Fund; Main Acct. 260-82-8230-413150 (Highway Maintenance Contracts); and

BE IT FURTHER RESOLVED, that this project is hereby designated as Section 24-00589-00-BR; 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 and the Chief Financial Officer, as well as an electronic copy to the Directory of Transportation/County Engineer.

DATED at Woodstock, Illinois, this 21st day of April, 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: April 21, 2026
Department: Division of Transportation
Prepared By: Chris Baumann

RESOLUTION

SUBJECT: Resolution Awarding a Contract for the Construction of the Charles J Miller Road Bridge Superstructure Replacement and Appropriating Funds (82)

Board / Committee Action Requested:
Approve a resolution appropriating funds and awarding the contract for construction of the eastbound Charles J. Miller Road Bridge (056-3149) bridge deck replacement.

Background and Discussion: The McHenry County Division of Transportation is responsible for maintaining the condition of the County's bridges. It is necessary to repair or replace bridges to properly maintain the County transportation system as the bridges deteriorate. The condition of the eastbound Charles J. Miller Road Bridge deck is in a failed state, however, the bridge's beams, the substructure and the abutments are in very good shape and can remain in service.

The McHenry County Division of Transportation is therefore removing the deck and replacing it.

The $6,000,000.00 appropriation includes an approximate 20% contingency to the low bid amount to address any potential unforeseen construction costs occur.

Impact on Human Resources: None

Impact on Budget (Revenue; Expenses, Fringe Benefits): The bridge construction cost has been included in the FY2026 budget from the RTA Sales Tax Fund.

Position Reclassification or Regrade, please address the following: None

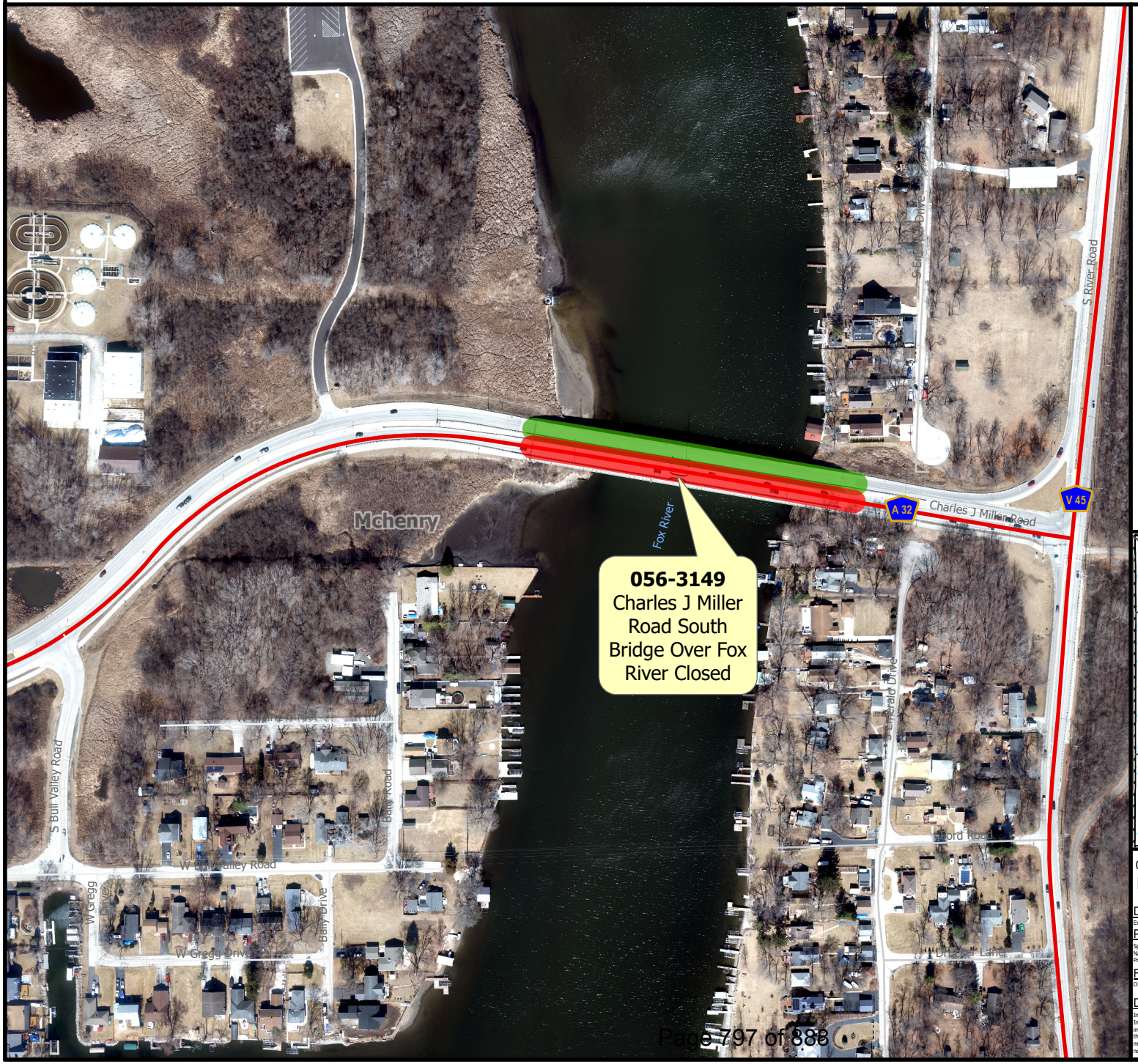
Impact on Capital Expenditures: None

Impact on Physical Space: None

Impact on Other County Departments or Outside Agencies: A delay in appropriating the funds will delay the bridge construction, negatively impacting the motoring public.

Conformity to Board Ordinances, Policies and Strategic Plan: Conforms to County purchasing policies and ordinances.

Charles J Miller Bridge 056-3149

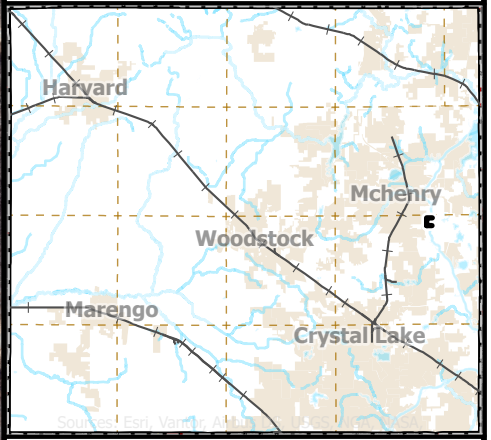


Roadway System

- Bridges
- County
- Municipality
- Township
- Railroad

Basemapping

- County Boundry
- Township Boundry
- Lakes-Ponds
- River/Stream/Creek
- McHenry



0 0.01 0.01 0.03 0.04 0.06 0.07 0.09 0.1

Miles

Date

Exported: 1/22/2026 3:41 PM

Projection

Spatial Reference
Name: NAD 1983 StatePlane Illinois East FIPS 1201 Feet
Projection: Transverse Mercator

File

O:\MCDOTGIS\Current Work\Bridge\Bridge Locaton Maps\Charles J Miller Bridge 056-3149

Disclaimer

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Local Public Agency: McHenry County DOT
County: McHenry
Section: 24-00589-00-BR
Engineer's Estimate: $5,138,124.95

Date: 03/04/26
Time: 9:00am

				Name of Bidder: Dunnet Bay Construction Co.		Name of Bidder: F.H. Paschen		Name of Bidder: Lorig Construction Co.	
				Address of Bidder: 115 N Brandon Dr. Glendale Heights, IL60139		Address of Bidder: North East River Rd. Chicago, IL 60656		Address of Bidder: 250 E Touhy Ave. Des Planes, IL 60018	
				Proposal Guarantee: Bid Bond		Proposal Guarantee: Bid Bond		Proposal Guarantee: Bid Bond	
				Terms: 5%		Terms: 5%		Terms: 5%	
				Approved Engineer's Estimate					
Item No.	**Pay Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
20100500	TREE REMOVAL, ACRES	ACRE	0.09	$33,800.00	$3,042.00	$76,400.00	$6,876.00	$76,400.00	$6,876.00	$77,000.00	$6,930.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	313.00	$45.00	$14,085.00	$65.00	$20,345.00	$67.00	$20,971.00	$50.00	$15,650.00
20300100	CHANNEL EXCAVATION	CU YD	389.00	$78.00	$30,342.00	$120.00	$46,680.00	$89.09	$34,656.01	$70.00	$27,230.00
20700220	POROUS GRANULAR EMBANKMENT	CU YD	5.00	$143.00	$715.00	$500.00	$2,500.00	$187.23	$936.15	$170.00	$850.00
21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	305.00	$12.00	$3,660.00	$70.00	$21,350.00	$31.09	$9,482.45	$80.00	$24,400.00
25100645	WILDLIFE FRIENDLY EROSION CONTROL BLANKET	SQ YD	2,733.00	$4.00	$10,932.00	$1.85	$5,056.05	$1.85	$5,056.05	$1.85	$5,056.05
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	59.00	$6.00	$354.00	$6.00	$354.00	$6.00	$354.00	$6.00	$354.00
28000400	PERIMETER EROSION BARRIER	FOOT	1,251.00	$5.00	$6,255.00	$3.60	$4,503.60	$3.60	$4,503.60	$3.75	$4,691.25
28001105	TEMPORARY WILDLIFE FRIENDLY EROSION CONTROL BLANKET	SQ YD	2,733.00	$2.00	$5,466.00	$1.75	$4,782.75	$1.75	$4,782.75	$1.75	$4,782.75
30300011	AGGREGATE SUBGRADE IMPROVEMENT	TON	500.00	$50.00	$25,000.00	$45.00	$22,500.00	$32.31	$16,155.00	$30.00	$15,000.00
35101400	AGGREGATE BASE COURSE, TYPE B	TON	209.00	$45.00	$9,405.00	$55.00	$11,495.00	$33.88	$7,080.92	$65.00	$13,585.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	90.00	$5.00	$450.00	$10.00	$900.00	$10.00	$900.00	$10.00	$900.00
40604062	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N70	TON	28.00	$400.00	$11,200.00	$382.00	$10,696.00	$382.00	$10,696.00	$390.00	$10,920.00
42000060	WELDED WIRE REINFORCEMENT	SQ YD	101.00	$15.00	$1,515.00	$30.00	$3,030.00	$60.82	$6,142.82	$25.00	$2,525.00
42000080	PAVEMENT CONNECTOR (PCC) FOR BRIDGE APPROACH SLAB	SQ YD	101.00	$175.00	$17,675.00	$255.00	$25,755.00	$500.30	$50,530.30	$280.00	$28,280.00
42001300	PROTECTIVE COAT	SQ YD	447.00	$3.00	$1,341.00	$3.00	$1,341.00	$2.00	$894.00	$1.75	$782.25
44000100	PAVEMENT REMOVAL	SQ YD	143.00	$45.00	$6,435.00	$100.00	$14,300.00	$44.76	$6,400.68	$32.00	$4,576.00
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	SQ YD	287.00	$15.00	$4,305.00	$40.00	$11,480.00	$40.00	$11,480.00	$41.00	$11,767.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	255.00	$30.00	$7,650.00	$15.00	$3,825.00	$15.00	$3,825.00	$21.00	$5,355.00
44003100	MEDIAN REMOVAL	SQ FT	3,476.00	$5.50	$19,118.00	$22.00	$76,472.00	$7.09	$24,644.84	$6.00	$20,856.00
44213204	TIE BARS 3/4"	EACH	30.00	$25.00	$750.00	$35.00	$1,050.00	$43.41	$1,302.30	$30.00	$900.00
50102400	CONCRETE REMOVAL	CU YD	10.00	$4,100.00	$39,360.00	$2,000.00	$20,000.00	$4,100.00	$41,000.00	$2,500.00	$25,000.00
50104720	REMOVAL OF EXISTING CONCRETE DECK	EACH	1.00	$600,000.00	$600,000.00	$1,132,500.00	$1,132,500.00	$1,438,245.00	$1,438,245.00	$1,100,000.00	$1,100,000.00
50157300	PROTECTIVE SHIELD	SQ YD	2,220.00	$40.00	$88,800.00	$0.01	$22.20	$187.90	$417,138.00	$1.00	$2,220.00
50200300	COFFERDAM EXCAVATION	CU YD	76.00	$80.00	$6,080.00	$200.00	$15,200.00	$177.79	$13,512.04	$50.00	$3,800.00
50201121	COFFERDAM (TYPE 2) (LOCATION - 1)	EACH	1.00	$30,000.00	$30,000.00	$1.00	$1.00	$380,800.00	$380,800.00	$1,000.00	$1,000.00
50300100	FLOOR DRAINS	EACH	8.00	$750.00	$6,000.00	$1,100.00	$8,800.00	$1,024.05	$8,192.40	$1,000.00	$8,000.00
50300225	CONCRETE STRUCTURES	CU YD	44.30	$2,000.00	$88,600.00	$1,000.00	$44,300.00	$1,692.33	$74,970.22	$1,300.00	$57,590.00
50300255	CONCRETE SUPERSTRUCTURE	CU YD	999.50	$1,300.00	$1,299,350.00	$1,800.00	$1,799,100.00	$1,995.56	$1,994,562.22	$1,100.00	$1,099,450.00
50300300	PROTECTIVE COAT	SQ YD	4,180.00	$3.00	$12,540.00	$2.35	$9,823.00	$8.35	$34,903.00	$1.50	$6,270.00
50301350	CONCRETE SUPERSTRUCTURE (APPROACH SLAB)	CU YD	128.80	$610.00	$78,568.00	$725.00	$93,380.00	$688.94	$88,735.47	$550.00	$70,840.00
50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	332,340.00	$1.80	$598,212.00	$1.84	$611,505.60	$1.96	$651,386.40	$1.65	$548,361.00
50901720	BICYCLE RAILING	FOOT	712.00	$175.00	$124,600.00	$265.00	$188,680.00	$256.00	$182,272.00	$257.00	$182,984.00
50901750	PARAPET RAILING	FOOT	712.00	$155.00	$110,360.00	$125.00	$89,000.00	$118.00	$84,016.00	$118.00	$84,016.00
51500100	NAME PLATES	EACH	1.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$5,000.00	$5,000.00	$1,400.00	$1,400.00
52000110	PREFORMED JOINT STRIP SEAL	FOOT	44.00	$135.00	$5,940.00	$320.00	$14,080.00	$307.67	$13,537.48	$335.00	$14,740.00
52000216	FINGER PLATE EXPANSION JOINT, 5"	FOOT	44.00	$7,500.00	$330,000.00	$5,650.00	$248,600.00	$6,807.03	$299,509.32	$5,750.00	$253,000.00
52000600	FABRIC REINFORCED ELASTOMERIC TROUGH	FOOT	48.00	$600.00	$28,800.00	$725.00	$34,800.00	$631.33	$30,303.84	$850.00	$40,800.00
58600101	GRANULAR BACKFILL FOR STRUCTURES	CU YD	29.00	$105.00	$3,045.00	$100.00	$2,900.00	$149.56	$4,337.24	$200.00	$5,800.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	306.00	$55.00	$16,830.00	$51.40	$15,728.40	$34.22	$10,471.32	$100.00	$30,600.00
60605000	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	FOOT	90.00	$70.00	$6,300.00	$58.65	$5,278.50	$44.08	$3,967.20	$95.00	$8,550.00

Local Public Agency: McHenry County DOT
County: McHenry
Section: 24-00589-00-BR
Engineer's Estimate: $5,138,124.95

Date: 03/04/26
Time: 9:00am

				Name of Bidder: Dunnet Bay Construction Co.		F.H. Paschen		Lorig Construction Co.	
				Address of Bidder: 115 N Brandon Dr. Glendale Heights, IL60139		North East River Rd. Chicago, IL 60656		250 E Touhy Ave. Des Planes, IL 60018	
				Proposal Guarantee:	Bid Bond		Bid Bond		Bid Bond
				Terms:	5%		5%		5%
				Approved Engineer's Estimate					
Item No.	**Pay Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
60618300	CONCRETE MEDIAN SURFACE, 4 INCH	SQ FT	959.00	$10.00	$9,590.00	$9.65	$9,254.35	$10.34	$9,916.06	$9.00	$8,631.00
60619600	CONCRETE MEDIAN, TYPE SB-6.12	SQ FT	2,048.00	$25.00	$51,200.00	$27.25	$55,808.00	$32.44	$66,437.12	$21.00	$43,008.00
63000001	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	176.00	$40.00	$7,040.00	$75.00	$13,200.00	$36.00	$6,336.00	$36.00	$6,336.00
63100085	TRAFFIC BARRIER TERMINAL, TYPE 6	EACH	3.00	$4,500.00	$13,500.00	$7,800.00	$23,400.00	$4,320.00	$12,960.00	$4,400.00	$13,200.00
63100167	TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) TANGENT	EACH	1.00	$4,000.00	$4,000.00	$6,100.00	$6,100.00	$4,100.00	$4,100.00	$4,100.00	$4,100.00
63200310	GUARDRAIL REMOVAL	FOOT	363.00	$15.00	$5,445.00	$12.00	$4,356.00	$6.00	$2,178.00	$6.00	$2,178.00
66400105	CHAIN LINK FENCE, 4'	FOOT	132.00	$100.00	$13,200.00	$38.00	$5,016.00	$38.00	$5,016.00	$38.00	$5,016.00
67100100	MOBILIZATION	L SUM	1.00	$339,000.00	$339,000.00	$354,758.06	$354,758.06	$460,000.00	$460,000.00	$275,000.00	$275,000.00
70106700	TEMPORARY RUMBLE STRIPS	EACH	2.00	$1,750.00	$3,500.00	$800.00	$1,600.00	$800.00	$1,600.00	$800.00	$1,600.00
70107025	CHANGEABLE MESSAGE SIGN	CAL DA	384.00	$50.00	$19,200.00	$20.00	$7,680.00	$20.00	$7,680.00	$20.00	$7,680.00
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	3,040.00	$2.50	$7,600.00	$0.40	$1,216.00	$0.40	$1,216.00	$0.40	$1,216.00
70307120	TEMPORARY PAVEMENT MARKING - LINE 4" - TYPE IV TAPE	FOOT	5,621.00	$1.50	$8,431.50	$1.25	$7,026.25	$1.25	$7,026.25	$1.25	$7,026.25
70307210	TEMPORARY PAVEMENT MARKING - LINE 24"- TYPE IV TAPE	FOOT	16.00	$10.00	$160.00	$10.00	$160.00	$10.00	$160.00	$10.00	$160.00
70400100	TEMPORARY CONCRETE BARRIER	FOOT	100.00	$70.00	$7,000.00	$48.57	$4,857.00	$90.00	$9,000.00	$40.00	$4,000.00
70600241	IMPACT ATTENUATORS, TEMPORARY (NON- REDIRECTIVE, NARROW), TEST LEVEL 2	EACH	2.00	$6,000.00	$12,000.00	$3,000.00	$6,000.00	$3,000.00	$6,000.00	$3,000.00	$6,000.00
72501000	TERMINAL MARKER - DIRECT APPLIED	EACH	1.00	$60.00	$60.00	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	1.00	$15.00	$15.00	$400.00	$400.00	$400.00	$400.00	$400.00	$400.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	350.00	$25.00	$8,750.00	$6.00	$2,100.00	$6.00	$2,100.00	$6.00	$2,100.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	2,581.00	$1.00	$2,581.00	$1.80	$4,645.80	$1.80	$4,645.80	$1.80	$4,645.80
78000500	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	717.00	$2.00	$1,434.00	$2.60	$1,864.20	$2.60	$1,864.20	$2.70	$1,935.90
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	159.00	$4.50	$715.50	$3.25	$516.75	$3.25	$516.75	$3.25	$516.75
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	15.00	$30.00	$450.00	$8.00	$120.00	$8.00	$120.00	$8.00	$120.00
78004600	PREFORMED PLASTIC PAVEMENT MARKING, TYPE D - STANDARD - LETTERS AND SYMBOLS	SQ FT	395.00	$35.00	$13,825.00	$40.00	$15,800.00	$40.00	$15,800.00	$40.00	$15,800.00
78004620	PREFORMED PLASTIC PAVEMENT MARKING, TYPE D - STANDARD - LINE 4"	FOOT	5,037.00	$6.00	$30,222.00	$4.90	$24,681.30	$4.90	$24,681.30	$5.00	$25,185.00
78004630	PREFORMED PLASTIC PAVEMENT MARKING, TYPE D - STANDARD - LINE 6"	FOOT	1,152.00	$6.50	$7,488.00	$7.00	$8,064.00	$7.00	$8,064.00	$7.00	$8,064.00
78004640	PREFORMED PLASTIC PAVEMENT MARKING, TYPE D - STANDARD - LINE 8"	FOOT	238.00	$10.00	$2,380.00	$10.25	$2,439.50	$10.25	$2,439.50	$10.50	$2,499.00
78004720	PREFORMED PLASTIC PAVEMENT MARKING, TYPE D - STANDARD - LINE 24"	FOOT	34.00	$30.00	$1,020.00	$27.00	$918.00	$27.00	$918.00	$27.00	$918.00
78011000	GROOVING FOR RECESSED PAVEMENT MARKING, LETTERS AND SYMBOLS	SQ FT	395.00	$3.00	$1,185.00	$5.00	$1,975.00	$5.00	$1,975.00	$5.00	$1,975.00
78011025	GROOVING FOR RECESSED PAVEMENT MARKING 5"	FOOT	5,102.00	$0.60	$3,061.20	$0.50	$2,551.00	$0.50	$2,551.00	$0.50	$2,551.00
78011035	GROOVING FOR RECESSED PAVEMENT MARKING 7"	FOOT	1,152.00	$1.00	$1,152.00	$0.65	$748.80	$0.65	$748.80	$0.65	$748.80
78011045	GROOVING FOR RECESSED PAVEMENT MARKING 9"	FOOT	238.00	$1.50	$357.00	$0.75	$178.50	$0.75	$178.50	$0.75	$178.50
78011125	GROOVING FOR RECESSED PAVEMENT MARKING 25"	FOOT	34.00	$10.00	$340.00	$5.00	$170.00	$5.00	$170.00	$5.00	$170.00
78200005	GUARDRAIL REFLECTORS, TYPE A	EACH	7.00	$15.00	$105.00	$12.00	$84.00	$12.00	$84.00	$12.00	$84.00
78200010	BARRIER WALL REFLECTORS, TYPE B	EACH	12.00	$50.00	$600.00	$20.00	$240.00	$12.00	$144.00	$20.00	$240.00
78300202	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	3,860.00	$15.00	$57,900.00	$1.50	$5,790.00	$1.60	$6,176.00	$1.50	$5,790.00
81022200	CONDUIT ENCASED IN CONCRETE, 2 1/2" DIA., PVC	FOOT	750.00	$50.00	$37,500.00	$29.30	$21,975.00	$29.30	$21,975.00	$29.50	$22,125.00
81300830	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 18" X 18" X 8"	EACH	3.00	$3,200.00	$9,600.00	$3,321.30	$9,963.90	$3,321.30	$9,963.90	$3,400.00	$10,200.00
81702450	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 3-1/C NO. 10	FOOT	1,000.00	$7.50	$7,500.00	$5.40	$5,400.00	$5.40	$5,400.00	$5.50	$5,500.00
84400105	RELOCATE EXISTING LIGHTING UNIT	EACH	3.00	$4,000.00	$12,000.00	$10,586.00	$31,758.00	$10,586.00	$31,758.00	$11,000.00	$33,000.00
85000200	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	EACH	1.00	$2,000.00	$2,000.00	$13,253.20	$13,253.20	$13,253.20	$13,253.20	$14,000.00	$14,000.00
Z0004552	APPROACH SLAB REMOVAL	SQ YD	188.00	$75.00	$14,100.00	$100.00	$18,800.00	$44.56	$8,377.28	$92.00	$17,296.00

Local Public Agency: McHenry County DOT
County: McHenry
Section: 24-00589-00-BR
Engineer's Estimate: $5,138,124.95

Date: 03/04/26
Time: 9:00am

		Name of Bidder:	Dunnet Bay Construction Co.		F.H. Paschen		Lorig Construction Co.	
		Address of Bidder:	115 N Brandon Dr. Glendale Heights, IL60139		North East River Rd. Chicago, IL 60656		250 E Touhy Ave. Des Planes, IL 60018	
		Proposal Guarantee:	Bid Bond		Bid Bond		Bid Bond	
		Terms:	5%		5%		5%	
		Approved Engineer's Estimate						
Item No.	**Pay Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
Z0013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	143.00	$25.00	$3,575.00	$35.00	$5,005.00	$50.58	$7,232.94	$3.00	$429.00
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.00	$10,000.00	$10,000.00	$50,000.00	$50,000.00	$250,000.00	$250,000.00	$38,000.00	$38,000.00
Z0029090	DIAMOND GRINDING (BRIDGE SECTION)	SQ YD	2,326.00	$10.00	$23,260.00	$10.00	$23,260.00	$9.19	$21,375.94	$9.00	$20,934.00
Z0062456	TEMPORARY PAVEMENT	SQ YD	391.00	$80.00	$31,280.00	$48.00	$18,768.00	$48.00	$18,768.00	$49.00	$19,159.00
Z0073510	TEMPORARY TRAFFIC SIGNAL TIMING	EACH	1.00	$1,000.00	$1,000.00	$1,830.00	$1,830.00	$1,830.00	$1,830.00	$2,000.00	$2,000.00
X0326806	WASHOUT BASIN	L SUM	1.00	$1,000.00	$1,000.00	$2,500.00	$2,500.00	$3,001.10	$3,001.10	$100.00	$100.00
X2501100	SEEDING, CLASS 3 (SPECIAL)	ACRE	0.50	$10,000.00	$5,000.00	$4,780.00	$2,390.00	$4,780.00	$2,390.00	$4,900.00	$2,450.00
X2502019	SEEDING, CLASS 4B (SPECIAL)	ACRE	0.10	$7,800.00	$780.00	$12,000.00	$1,200.00	$12,000.00	$1,200.00	$12,000.00	$1,200.00
X2800500	INLET PROTECTION (SPECIAL)	EACH	3.00	$175.00	$525.00	$330.00	$990.00	$330.00	$990.00	$330.00	$990.00
X2810108	STONE RIPRAP, CLASS A4 (SPECIAL)	SQ YD	103.00	$156.00	$16,068.00	$300.00	$30,900.00	$174.01	$17,923.03	$265.00	$27,295.00
X2810110	STONE RIPRAP, CLASS A5 (SPECIAL)	SQ YD	1,288.00	$195.00	$251,160.00	$190.00	$244,720.00	$245.12	$315,714.56	$220.00	$283,360.00
X5021507	DEWATERING	L SUM	1.00	$15,000.00	$15,000.00	$20,000.00	$20,000.00	$34,024.03	$34,024.03	$5,000.00	$5,000.00
X5030250	BRIDGE DECK GROOVING (LONGITUDINAL)	SQ YD	1,755.00	$7.25	$12,723.75	$5.50	$9,652.50	$6.91	$12,127.05	$6.25	$10,968.75
X5080530	BAR TERMINATORS	EACH	60.00	$50.00	$3,000.00	$18.70	$1,122.00	$36.00	$2,160.00	$60.00	$3,600.00
X5220003	SHEET PILE REMOVAL (SPECIAL)	SQ FT	2,896.00	$52.00	$150,592.00	$0.01	$28.96	$38.84	$112,480.64	$10.00	$28,960.00
X5230158	DECK DRAIN REPAIR	EACH	1.00	$2,000.00	$2,000.00	$12,000.00	$12,000.00	$11,298.79	$11,298.79	$5,000.00	$5,000.00
X5230176	DRAINAGE SCUPPERS, DS-12	EACH	24.00	$2,600.00	$62,400.00	$2,750.00	$66,000.00	$2,913.10	$69,914.40	$2,700.00	$64,800.00
X6640106	FENCE REMOVAL (SPECIAL)	FOOT	128.00	$33.00	$4,224.00	$8.00	$1,024.00	$8.00	$1,024.00	$8.00	$1,024.00
X6700405	ENGINEER'S FIELD OFFICE, TYPE A (MODIFIED)	CAL MO	8.00	$2,800.00	$22,400.00	$5,000.00	$40,000.00	$3,000.00	$24,000.00	$4,000.00	$32,000.00
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1.00	$125,000.00	$125,000.00	$60,000.00	$60,000.00	$132,000.00	$132,000.00	$195,000.00	$195,000.00
X7200061	TEMPORARY INFORMATION SIGNING	SQ FT	18.00	$30.00	$540.00	$20.00	$360.00	$20.00	$360.00	$20.00	$360.00
X8000003	MAINTENANCE OF LIGHTING SYSTEM	CAL MO	7.00	$3,500.00	$24,500.00	$1,602.30	$11,216.10	$1,602.30	$11,216.10	$1,700.00	$11,900.00
X8110105	REMOVE CONDUIT ATTACHED TO STRUCTURE	FOOT	30.00	$2.00	$60.00	$155.70	$4,671.00	$155.70	$4,671.00	$160.00	$4,800.00
X8130125	REMOVE EXISTING JUNCTION BOX	EACH	3.00	$250.00	$750.00	$29.40	$88.20	$29.40	$88.20	$31.00	$93.00
		Total Bid:		As Read:		$5,912,634.47		$7,823,928.55		$5,070,198.05	
				As Calculated:		$5,912,634.47		$7,824,298.46		$5,070,478.05	
		Approved Engineer's Estimate:		**$5,138,124.95**						**LOW BID**	

R E S O L U T I O N

Resolution Approving an Intergovernmental Agreement with the Village of Spring Grove for the Construction and Maintenance of Improvements to Blivin Street and Appropriating Funds (82)

WHEREAS, the McHenry County Division of Transportation has plans to perform pavement maintenance and repairs on Blivin Street, Richardson Road, and Main Street east of Blivin Street in downtown Spring Grove; and

WHEREAS, the Village of Spring Grove desires to make improvements to their downtown, including the addition of pedestrian lighting, sidewalk installation, and on-street parking enhancements; and

WHEREAS, the two agencies have agreed to bundle the work together to achieve economies of scale and minimize construction impacts on downtown residents and businesses; and

WHEREAS, the County and the Village entered into an Intergovernmental Agreement in August of 2024 via resolution R-202408-82-177 to prepare engineering plans in order to construct improvements to Blivin Street, Richardson Road, and Main Street east of Blivin Street in downtown Spring Grove; and

WHEREAS, in order to accelerate the work, the Village of Spring Grove has agreed to be the lead agency on the engineering and construction phases of the project; and

WHEREAS, an engineering supplement is required to complete the engineering plans; and

WHEREAS, the improvements will be divided into two phases, the first of which will be Blivin Street and the second will be Richardson Road, and Main Street east of Blivin Street in downtown Spring Grove; and

WHEREAS, the McHenry County Division of Transportation has reviewed and approved the construction plans developed by the Village for the Blivin Street phase; and

WHEREAS, an Intergovernmental Agreement has been developed specifying the requirements of both agencies, as well as agreed-upon financial contributions and maintenance responsibilities; and

WHEREAS, the Village's design team has estimated the construction cost of the improvements, the engineering supplement, and construction engineering for the Blivin Street phase to be approximately $3,040,000, of which the County's portion is estimated to be $2,440,910; and

WHEREAS, the County will retain jurisdiction of and maintenance responsibilities for Blivin Street; and

WHEREAS, after completion of the improvements, the Village agrees to maintain all sidewalk, on-street parking, and lighting within the downtown area; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of an Intergovernmental Agreement with the Village of Spring Grove.

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 Spring Grove; and

BE IT FURTHER RESOLVED, that there is hereby approved from the FY2026 budget the sum of two million, five hundred thousand dollars ($2,500,000.00) from the RTA Sales Tax Fund; Fund-Dept.-Div.-Main Acct: 260-82-8200-609500 for said Intergovernmental 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 $2,500,000.00; 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 21st day of April, 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: April 21, 2026
Department: Division of Transportation
Prepared By: Darrell Kuntz

RESOLUTION

SUBJECT: Resolution Approving an Intergovernmental Agreement with the Village of Spring Grove for the Construction and Maintenance of Improvements to Blivin Street and Appropriating Funds (82)

Board / Committee Action Requested:
To approve an Intergovernmental Agreement with the Village of Spring Grove for construction and maintenance of improvements to Blivin Street and appropriating funds.

Background and Discussion:
MCDOT and the Village of Spring Grove have been in discussions regarding improvements to Blivin Street, Richardson Road and Main Street since November of 2023. The County and the Village entered into an Intergovernmental Agreement in August of 2024 via resolution R-202408-82-177 to prepare engineering plans in order to construct improvements to Blivin Street, Richardson Road, and Main Street east of Blivin Street in downtown Spring Grove.

The County will benefit from this project in two primary ways – first, the Village has agreed to maintain most improvements outside the vehicular travel way (sidewalk, on-street parking, lighting, etc.). The County will have maintenance of the retaining walls. Secondly, by having the Village lead the engineering and construction efforts on the project, MCDOT staff has been able to prioritize other County projects, including our growing bridge and safety programs.

The Downtown Spring Grove improvements have been spilt into two phases. The first being Blivin Street from the railroad tracks to Main Street. This was due to the more complicated nature of work needed near the Nippersink Creek. The remainder of the improvements, Richardson Road and Main Street, will be in the second phase and are planned for construction in 2027. A future IGA for those improvements will be negotiated later this year.

The engineering supplement ($89,063) was needed due to longer retaining walls being required near the bridge over the Nippersink Creek, encountering poorer soils than anticipated, and the addition of easement acquisition. The remaining engineering fee is sufficient to complete the contract plans for the second phase of the improvements.

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

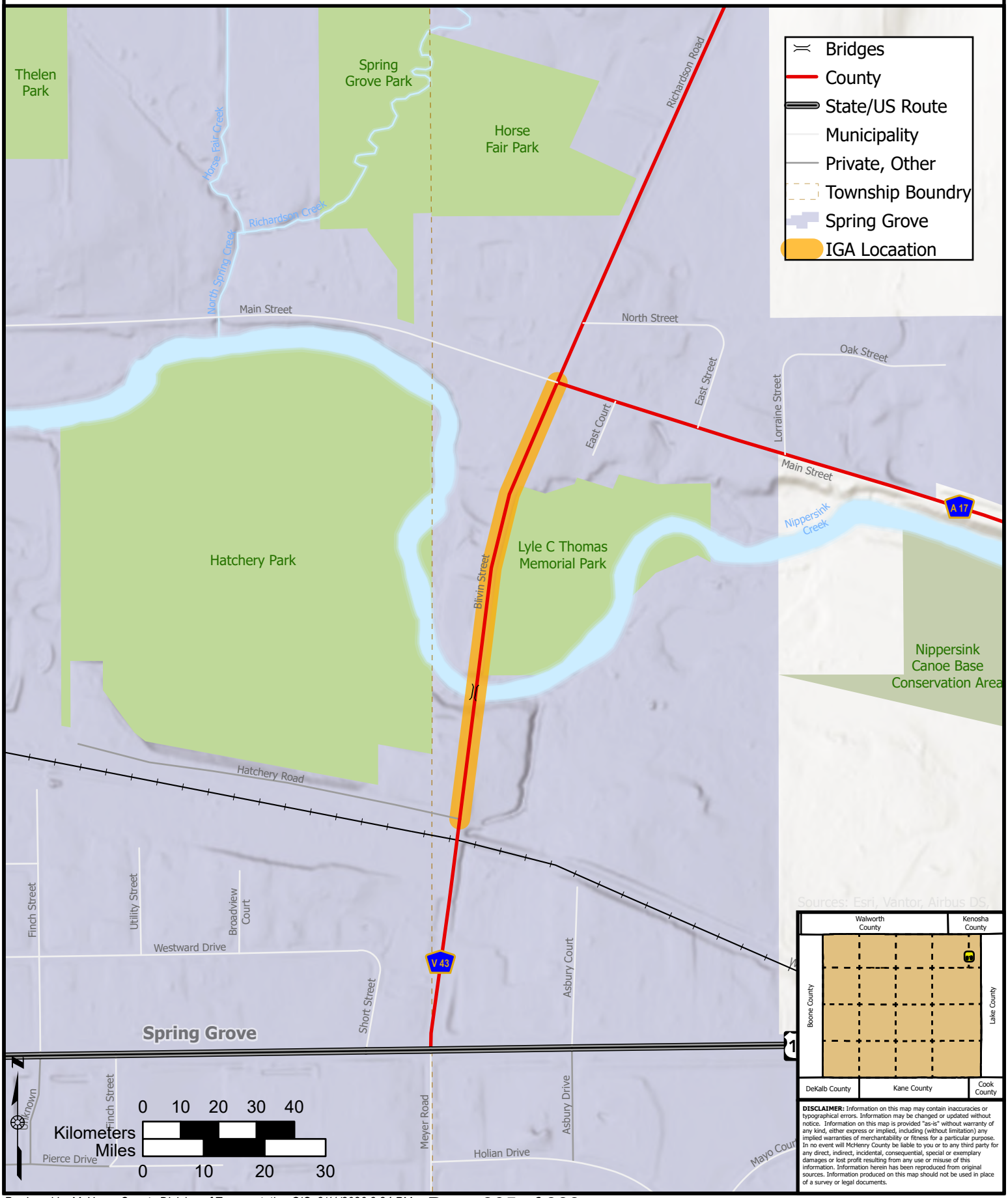
Impact on Capital Expenditures: N/A

Impact on Physical Space: N/A

Impact on Other County Departments or Outside Agencies:
Intergovernmental cooperation with the Village of Spring Grove will create efficiencies and scale of economy to improve the Village's downtown and the County's Blivin Street.

Conformity to Board Ordinances, Policies and Strategic Plan:
Conforms to the County's Strategic Plan and Five-Year Transportation Program.

Blivin Street IGA Location



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.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF SPRING GROVE AND THE COUNTY OF MCHENRY FOR THE CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS TO BLIVIN STREET

This Intergovernmental Agreement "AGREEMENT" is entered into this _____ day of _____, 2026, by and between the Village of Spring Grove, 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 has plans to perform pavement maintenance and repairs on roadways under its jurisdiction, namely Blivin Street from US 12 to Main Street, hereinafter referred to as "PAVEMENT REPAIRS"; and

WHEREAS, the VILLAGE desires to remove and replace existing sidewalk, add new sidewalk and add pedestrian lighting along Blivin Street in the downtown area, herein after referred to as "PEDESTRIAN IMPROVEMENTS"; and

WHEREAS, the VILLAGE also desires to improve on-street parking and parking restriction signage in the downtown area, herein after referred to as PARKING IMPROVEMENTS; and

WHEREAS, the COUNTY and the VILLAGE have the desire to work together to improve the built environment for pedestrians and motorists in downtown Spring Grove; and

WHEREAS, by working together the PARTIES will achieve economies of scale by combining the PEDESTRIAN IMPROVEMENTS, the PARKING IMPROVEMENTS and the PAVEMENT REPAIRS within the downtown area into a coordinated project, managed by the VILLAGE, herein after referred to as the "IMPROVEMENTS"; and

WHEREAS, the approximate limits of the IMPROVEMENTS are as indicated in EXHIBIT A to this AGREEMENT, which is attached hereto and is hereby made a part hereof; and

WHEREAS, the IMPROVEMENTS shall be constructed in substantial conformance with the final design engineering plans and specifications prepared by HR Green Inc. dated February 27, 2026, hereinafter referred to as the "PLANS", which by reference herein, hereby become a part hereof, and which the cover of the PLANS is attached as EXHIBIT B to this AGREEMENT; and

WHEREAS, the COUNTY has reviewed and hereby approves the VILLAGE's PLANS for the IMPROVEMENTS; and

WHEREAS, the IMPROVEMENTS will be of immediate benefit to the residents of the COUNTY and the VILLAGE; and

WHEREAS, the VILLAGE is actively seeking grant funding in order to reduce the cost for both PARTIES; and

WHEREAS, the VILLAGE has contracted with HR Green Inc. to perform an engineering study which estimates the cost of the IMPROVEMENTS to be approximately $2,465,000; and

WHEREAS, the COUNTY and the VILLAGE have agreed to share the construction costs, construction management fee and contingency costs (design engineering and construction), for the IMPROVEMENTS as described in Paragraphs 2 and 3 of Section II and EXHIBIT C to this AGREEMENT, which is attached hereto and is hereby made a part hereof; and

WHEREAS, the COUNTY and the VILLAGE have agreed to future maintenance responsibilities for the IMPROVEMENTS, as described in EXHIBIT D to this AGREEMENT, which is attached hereto and is hereby made a part hereof; and

WHEREAS, the COUNTY and the VILLAGE 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 hereby incorporated herein as though fully set forth herein.

2. The "headings" as 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 the construction costs, construction management fee and contingency costs (design engineering and construction) 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.

2. The COUNTY shall pay the VILLAGE an amount equal to $2,318,865, which is approximately ninety-five percent (95%) of the COUNTY's anticipated responsibility ($2,440,910) for the construction costs, construction management fee and contingency costs (design engineering and construction) associated with the IMPROVEMENTS in accordance with this AGREEMENT and as more particularly described in EXHIBIT C, after the VILLAGE awards the IMPROVEMENTS and 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 for the final construction costs, construction management fee and contingency costs (design engineering and construction), associated with the IMPROVEMENTS in accordance with this AGREEMENT and as more particularly described in EXHIBIT C, 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 opened to traffic, as determined by the VILLAGE, although punch list items remain to be completed. The COUNTY's balance under this paragraph is estimated to be $122,045. Should the COUNTY's initial payment to the VILLAGE pursuant to Paragraph 2 of this Section exceed the COUNTY's final payment obligation for the IMPROVEMENTS, the VILLAGE shall reimburse the COUNTY all surplus funds within sixty (60) days of substantial completion.

4. The COUNTY agrees to pass a supplemental resolution to provide necessary funds for construction costs, construction management fee and contingency costs (design engineering and construction), if the amount appropriated for the COUNTY's obligation is insufficient.

5. Upon completion of the PAVEMENT REPAIRS, the COUNTY shall retain sole jurisdiction and maintenance obligations of the vehicular travel ways of Blivin Street from US 12 to Main Street, including the proposed retaining walls as set forth in EXHIBIT D.

   The PARTIES agree that "maintenance" for purposes of this paragraph is defined as any activity necessary to cause the vehicular travel ways, appurtenant drainage system, and retaining walls to function in accordance with COUNTY standards for public improvements.

6. 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 trustees, elected and appointed 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 preliminary planning study by the COUNTY, its employees and authorized agents, or any authorized COUNTY contractor, or any of their respective officers, agents, contractors, employee or representatives (collectively, 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 management and contingency costs (design engineering and construction) 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 6, 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, construction management, and contingency costs (design engineering and construction), 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, construction management, and contingency costs (design engineering and construction) 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. The VILLAGE shall continue to apply for grants, and it is understood by the PARTIES that should the VILLAGE be awarded grant funding for the IMPROVEMENTS, those funds will be applied equally to both PARTIES and reduce the amount subject to the cost-share under this AGREEMENT.

7. Upon completion of the PEDESTRIAN IMPROVEMENTS and the PARKING IMPROVEMENTS, the VILLAGE agrees to maintain all sidewalks, crosswalk pavement markings, on-street parking (pavement structure and pavement markings) and pedestrian lighting within the downtown area. The VILLAGE shall submit an application for a facility permit to the COUNTY for sidewalks, crosswalk pavement markings, on-street parking, parking restriction signage, and pedestrian lighting along Blivin Street.

   The PARTIES agree that "maintenance" for purposes of this paragraph is defined as any activity necessary to cause the sidewalks, crosswalk pavement markings, on-street parking and pedestrian lighting to function in accordance with VILLAGE standards for public improvements. However, should the COUNTY reconstruct COUNTY roads in the future, within the limits of the IMPROVEMENTS, the COUNTY shall repair the sidewalk at no cost to the VILLAGE.

SECTION IV.
Mutual Commitments

1. It is understood by the PARTIES that the VILLAGE and the COUNTY will negotiate a separate intergovernmental agreement regarding the construction of future improvements to Richardson Road from Main Street to Horse Fair Park and Main Street from Blivin Street to the McHenry County Line and apportioning the cost of construction engineering and construction of those future improvements between both PARTIES, with the COUNTY paying at least eighty percent (80%) and the VILLAGE paying twenty percent (20%) thereof.

2. The COUNTY and VILLAGE agree that future maintenance responsibilities for the IMPROVEMENTS shall be as described in EXHIBIT D to this AGREEMENT, which is

attached hereto and is hereby made a part hereof.

SECTION V.
General Provisions

3. 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.

4. 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.

5. 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.

6. The Effective Date of this AGREEMENT will be the date upon which this AGREEMENT has been executed by both PARTIES.

7. 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.

8. 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.

9. This AGREEMENT supersedes all oral agreements and negotiations between the PARTIES hereto relating to the subject matter hereof.

10. 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.

11. 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: Mr. Joseph R. Korpalski, Jr., P.E.
Director of Transportation/County Engineer
Email: MCDOT@mchenrycountyil.gov

With a copy to:
McHenry County State's Attorney
2200 N Seminary Ave, Suite 150,
Woodstock, IL 60098
Attention: Assistant State's Attorney Kevin Chrzanowski
Email: KAChrzanowski@mchenrycountyil.gov

Notices and communications to the VILLAGE shall be addressed to, and delivered at, the following addresses:

Village of Spring Grove
7401 Meyer Road
Spring Grove, IL 60081
Attention: Bob McMahon, Village President
Email: rmcmahon@springgrovevillage.com

With a copy to:
Kelly Popelka, Village Clerk
Email: kpopelka@springgrovevillage.com

And

Ancel Glink, P.C.
175 E. Hawthorn Parkway, Suite 145
Vernon Hills, IL 60061
Attention: Scott Puma
Email: spuma@ancelglink.com

The requirements of this Section shall not be deemed to invalidate any notice actually received.

12. 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.

13. 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.

14. This AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute this AGREEMENT. Signatures transmitted by facsimile or e-mail, through scanned or electronically transmitted .pdf, .jpg or .tif files, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the PARTIES hereto as if such facsimile or scanned documents were an original executed counterpart.

15. 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.

16. This AGREEMENT shall be terminable only by the mutual written agreement of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

VILLAGE OF SPRING GROVE

ATTEST:

By: _____
Bob McMahon
Village President

_____
Kelly Popelka
Village Clerk

Date: _____

COUNTY OF MCHENRY

ATTEST:

By: _____
Michael Buehler
County Board Chairman

_____
Joseph Tirio
McHenry County Clerk

Date: _____

EXHIBIT A
Approximate Limits of the IMPROVEMENTS

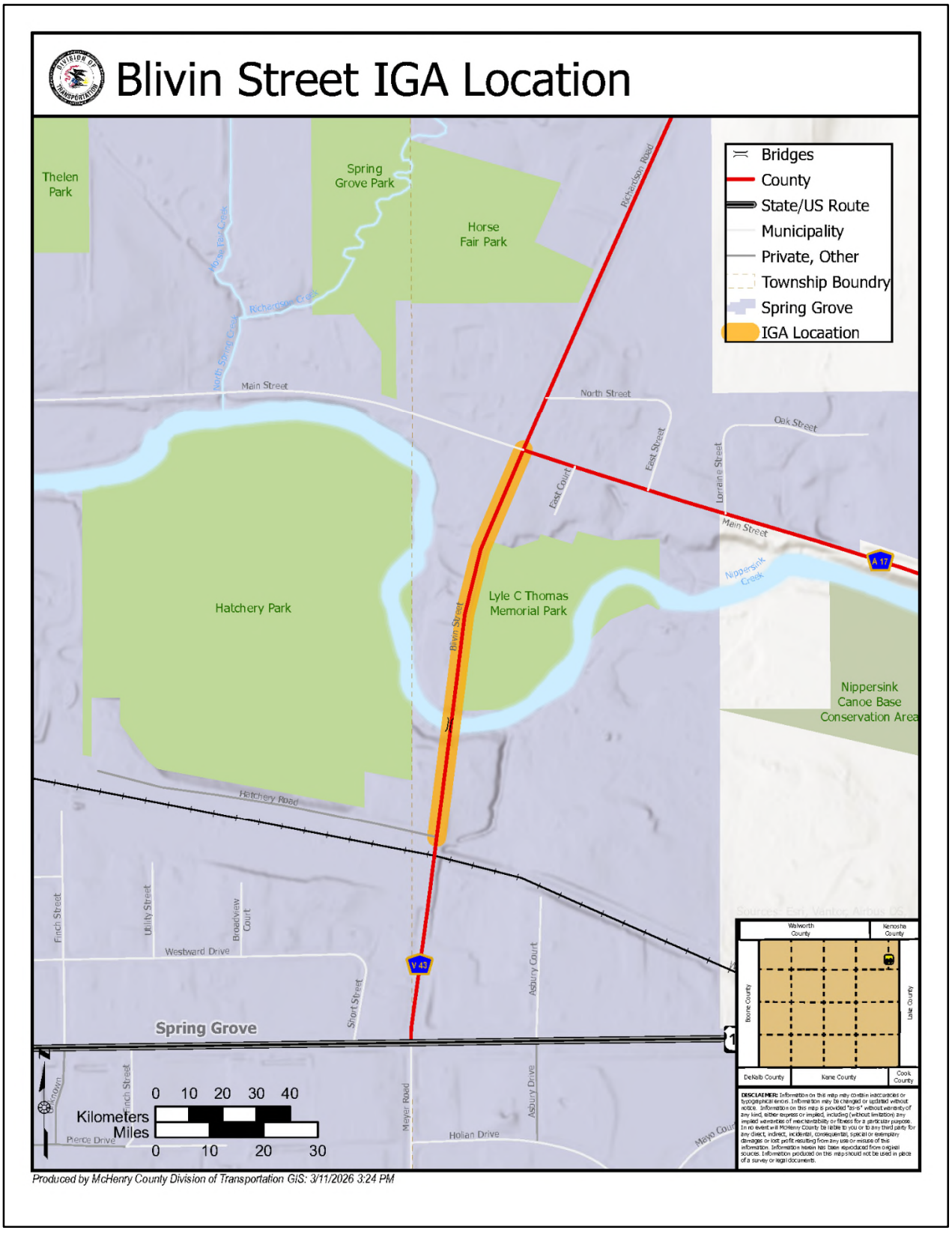


EXHIBIT B
Cover of Final Plans

VILLAGE OF SPRING GROVE

PROPOSED
HIGHWAY PLANS
C.H. 5 (BLIVIN STREET)

SECTION
PROJECT
RESURFACING AND PARKING
AREA IMPROVEMENTS
MCHENRY COUNTY

FOR INDEX OF SHEETS, SEE SHEET NO.

FOR LIST OF HIGHWAY STANDARDS, SEE SHEET NO.

TRAFFIC DATA

ADT	EXISTING (2021)	
BLIVIN STREET	1,300	

ROADWAY	DESIGN SPEED	POSTED SPEED	
BLIVIN STREET	35 MPH	30 MPH	

DESIGN DESIGNATION

BLIVIN STREET: LOCAL ROAD

PROJECT LOCATION

FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

J.U.L.I.E.
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
1-800-892-0123
OR 811

PROJECT ENGINEER: JASON ROITBURD PE
PROJECT MANAGER: STEPHEN BICKING PE, D.MYRE, CFM

CONTRACT NO.

LOCATION MAP
(NOT TO SCALE)

PROJECT GROSS AND NET LENGTH:
NET LENGTH = 1,366 FT. = 0.26 MILE
BRIDGE OMISSION = 203 FT. = 0.04 MILE
GROSS LENGTH = 1,571 FT. = 0.30 MILE

LOCATION OF SECTION INDICATED THUS: ▬

HRGreen
2550 SEQUOIA DRIVE SUITE 101 AURORA, ILLINOIS 60506
PHONE 630.801.7080 | FAX 630.801.7081 | PHONE 262.522.7945 | HRGREEN.COM
ILLINOIS PROFESSIONAL DESIGN FIRM #184-001342

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SUBMITTED _____ 20____
REGIONAL ENGINEER

_____ 20____
ENGINEER OF DESIGN AND ENVIRONMENT

_____ 20____
DIRECTOR OF HIGHWAYS PROJECT IMPLEMENTATION

PRINTED BY THE AUTHORITY
OF THE STATE OF ILLINOIS

EXHIBIT C
Cost Participation – Construction and Engineering

Item	Estimated Cost	Portion Attributable to the COUNTY	
		Cost %	COUNTY Total
Construction Cost of the Improvements	$2,465,000	80%	$1,972,000
Construction Management Fee	$235,315	80%	$188,250
Contingency (Design Engineering and Const.)	$250,622	80%	$200,500
Preliminary Engineering Supplement	$89,063	90%	$80,160
Project Totals	**$3,040,000**		**$2,440,910**

Item	Estimated Cost	Portion Attributable to the VILLAGE	
		Cost %	VILLAGE Total
Construction Cost of the Improvements	$2,465,000	20%	$493,000
Construction Management Fee	$235,315	20%	$47,065
Contingency (Design Engineering and Const.)	$250,622	20%	$50,122
Preliminary Engineering Supplement	$89,063	10%	$8,903
Project Totals	**$3,040,000**		**$599,090**

Engineer's Estimate of Probable Cost by HR Green Inc, Dated February 6, 2026

The COUNTY's Estimated Initial Payment at Contract Award (95%) = $2,318,865
The COUNTY's Estimated Final Payment at Substantial Completion (5%) = $122,045
The COUNTY's Estimated Total Payment to the VILLAGE = $2,440,910

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
Maintenance Responsibility

Item	Maintenance Responsibility	
	VILLAGE %	COUNTY %
Mainline Roadway Pavement	0%	100%
Curb and Gutter	0%	100%
Storm Sewer and Drainage System	0%	100%
Retaining Walls, Railing and Guardrail	0%	100%
On-Street Parking	100%	0%
Pedestrian Lighting	100%	0%
Sidewalk and Curb Ramps	100%	0%
Crosswalk Pavement Markings	100%	0%

R E S O L U T I O N

Resolution Approving an Engineering Services Agreement and Appropriating Funds for the Spring Grove Road and Miller Road Intersection Improvement Project (82)

WHEREAS, McHenry County has determined there are significant safety concerns that need to be addressed at the County owned intersection of Spring Grove Road and Miller Road in Richmond Township and McHenry Township as the intersection has experienced multiple severe injury crashes in recent years; and

WHEREAS, said improvements will require the services of an engineering consulting firm to provide Phase II Design Engineering for the project; and

WHEREAS, McHenry County issued a Request for Qualifications (RFQ) through a qualifications-based selection process in compliance with the Illinois Local Government Professional Services Selection Act 50 ILCS 510/0.01 et seq. on November 2, 2023 for said project; and

WHEREAS, HDR Engineering, Inc. was selected as the preferred consultant to provide Phase I Preliminary Engineering Services and Phase II Design Engineering Services in accordance with McHenry County's Consultant Selection Policy; and

WHEREAS, the Transportation Committee has reviewed and recommends an Engineering Services Agreement with HDR Engineering, Inc. of Chicago, Illinois for a not to exceed amount of $576,035.00 to provide said Phase II Design Engineering Services.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby approves entering into an Engineering Services 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 HDR Engineering, Inc. in the not to exceed amount of $576,035.00; and

BE IT FURTHER RESOLVED, that there is hereby appropriated from the FY2026 budget the sum of five hundred seventy-six thousand thirty-five dollars ($576,035.00) from the MFT Fund; Fund-Dept.-Div.-Main Acct. 261-82-8220-443520 (Highway Engineering) for said agreement; and

BE IT FURTHER RESOLVED, that a Purchase Order shall be opened in the not to exceed amount of $576,035.00; and

BE IT FURTHER RESOLVED, that this project is designated as Section 24-00581-00-SP; 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 of this resolution to the Director of Transportation/County Engineer.

DATED at Woodstock, Illinois, this 21st day of April, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____

DOT-2026-032

RESOLUTION

SUBJECT: Resolution Approving an Engineering Services Agreement and Appropriating Funds for the Spring Grove Road and Miller Road Intersection Improvement Project (82)

Board / Committee Action Requested:
Approval of an engineering services agreement with HDR Engineering, Inc. for Phase II Design Engineering for the Spring Grove Road and Miller Road Intersection Improvement.

Background and Discussion:
The Division of Transportation has determined there are significant safety concerns that need to be addressed at the intersections of Spring Grove Road at Miller Road in Richmond and McHenry Townships.

Two public meetings and a stakeholder meeting have been held for the project. A stakeholder meeting was held on December 19, 2024. The first public meeting was held on April 30, 2025, and the second on November 20, 2025. The preferred alternative for a roundabout was presented at the second public meeting. 16 crashes occurred at the intersection over the 5-year study period of 2019-2023. 7 of those crashes occurred on Fall Weekends. Over the last three years (March 12, 2023-March 12, 2026) 11 crashes have occurred with 5 crashes resulting in injuries and 8 crashes resulting in vehicles needing to be towed.

The Division of Transportation issued a Request for Qualifications (RFQ) on November 2, 2023. The Division of Transportation selection committee shortlisted 3 firms to be interviewed on December 18, 2023. After interview presentations concluded, HDR Engineering, Inc. was selected as the preferred consultant to provide Phase I Preliminary Engineering Services and PH II Design Engineering Services in accordance with the County Consultant Selection Policy.

Impact on Human Resources: N/A

Impact on Budget (Revenue; Expenses, Fringe Benefits):
This Phase II Design Engineering has been budgeted for in the County Board approved FY2026 budget using MFT funds.

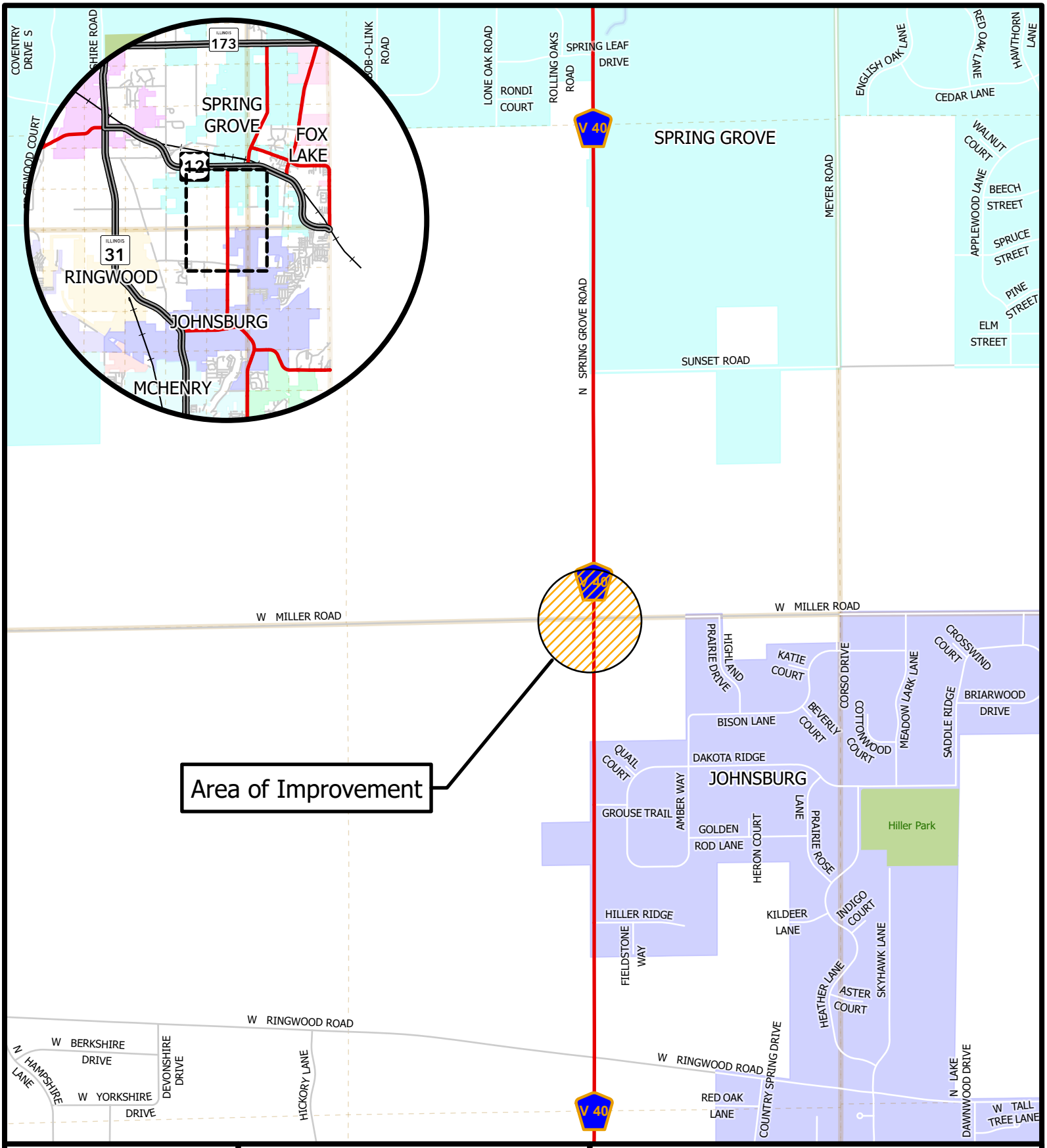
Position Reclassification or Regrade, please address the following: N/A

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 purchasing ordinances and policies and County's Strategic Plan.



0 0.04 0.07 0.15 0.22 0.3 Miles

N

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.

Date

9/5/2023 7:43 AM

File

Default Folder: O:\Templates\ArcGIS Pro\8x11P Template

Projection

Spatial Reference
Name: NAD 1983 StatePlane Illinois East FIPS 1201 Feet
Projection: Transverse Mercator

Roads
JURISDICTION
- Interstate
- US Route
- State Route
- County

MUNICIPALITY
- Township
- PRIVATE
- Railroads
- Township Boundry
- Township Section Numbers
- Bridges

Spring Grove Road and Miller Road

DIVISION OF TRANSPORTATION

McHenry County
Division of Transportation

Local Public Agency
Engineering Services Agreement
Local Funds Only

Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
County of McHenry	McHenry	24-00581-00-SP	N/A

Project Number	Contact Name	Phone Number	Email
N/A	Joyce DeLong	815-482-0358	JJDelong@mchenrycountyil.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Spring Grove Road	FAU 0157	0.5 mile	NA

Location Termini: at TR 63 (Miller Road)

Project Description: Intersection improvement including construction of a modern roundabout and associated roadway work in unincorporated McHenry County.

Engineering/Right-of-Way Services Funding: ■ Local

Anticipated Construction Funding: ■ Federal ☐ MFT/TBP ☐ State ☐ Other

AGREEMENT FOR

☐ Phase I - Preliminary Eng ■ Phase II - Design Eng ☐ Phase III - Construction Eng ☐ Right-of-Way Services

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
HDR Engineering, Inc.	Jeffrey Young	(773) 380-7943	Jeffrey.Young@hdrinc.com

Address	City	State	Zip Code
9450 W. Bryn Mawr, Suite 400	Rosemont	IL	60018

THIS AGREEMENT is made between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above roadway section. Local funding allotted to the LPA will be used entirely to finance ENGINEERING SERVICES (as defined in Exhibit A) for the PROJECT (as defined in the above Project Description).

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

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

Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction of the PROJECT.
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities, Company or Companies to which the construction contract was awarded.
Contractor	

AGREEMENT EXHIBITS

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

- [■] EXHIBIT A: Scope of Services
- [■] EXHIBIT B: Project Schedule
- [■] EXHIBIT C: Qualification Based Selection (QBS) Checklist
- [■] EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheets (BLR 05513 or BLR 05514)
- [■] EXHIBIT E: Workhour Summary
- [ ] _____
- [ ] _____
- [ ] _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in Exhibit A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA:
   (a) For Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in THIS AGREEMENT or any subsequent Amendment or Supplement.
   (b) For Construction Engineering: The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of THIS AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the ENGINEER to carry out these requirements is a material breach of THIS AGREEMENT, which may result in the termination of THIS AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of THIS AGREEMENT.
9. For Preliminary Engineering Contracts:
   (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA, as defined in Exhibit A (Scope of Services).
   (b) That all plans and other documents furnished by the ENGINEER pursuant to THIS AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the State Department of Transportation, hereinafter called the “DEPARTMENT”.
   (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. For Construction Engineering Contracts:
   (a) For Quality Assurance services, provide personnel who have completed the appropriate DEPARTMENT’s Bureau of Materials QC/QA trained technical classes.
   (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the DEPARTMENT’s Bureau of Materials "Manual of Test Procedures for Materials," submit DEPARTMENT’s Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with THIS AGREEMENT (See DIRECT COSTS tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of THIS AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications and project information.
3. For Construction Engineering Contracts:
   (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
   (b) To prepare and approve forms BC 775 and BC 776 as necessary.
4. To pay the ENGINEER:
   (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
   (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA, a sum of money equal to the basic fee as determined in THIS AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
   (c) For Non-Federal County Projects - (605 ILCS 5/5-409)
      (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
      (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA (and STATE as required), a sum of money equal to the basic fee as determined in THIS AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
5. To pay the ENGINEER as compensation for all services rendered in accordance with THIS AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

   Method of Compensation

   ☐ Percent

   ☐ Lump Sum

   ☐ Specific Rate

   ■ Cost plus Fixed Fee: Fixed

   Total Compensation = DL + DC + OH + FF

   Where:
   DL is the total Direct Labor,
   DC is the total Direct Cost,
   OH is the firm's overhead rate applied to their DL and
   FF is the Fixed Fee.

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

   The Fixed Fee cannot exceed 15% of the DL + OH.

   Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds $1,000,000 for any project duration.
6. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in THIS AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of THIS AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the LPA may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the LPA of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the LPA or its

authorized representative, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the LPA for the recovery of any funds paid by the LPA under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

4. THIS AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials become the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of THIS AGREEMENT up to the date of the written notice of termination.

5. The LPA may suspend work on the project. If THIS AGREEMENT is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of THIS AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. THIS AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under THIS AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.

7. The ENGINEER and LPA certify that their respective firm or agency:

   (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure THIS AGREEMENT,
   (b) has not agreed, as an express or implied condition for obtaining THIS AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out THIS AGREEMENT or
   (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out THIS AGREEMENT.
   (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
   (e) has not within a three-year period preceding THIS AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
   (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (e) and
   (g) has not within a three-year period preceding THIS AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

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

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

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

10. The LPA elects to enforce the certification and requirements of the Drug Free Workplace Act (30 ILCS 580) in THIS AGREEMENT, as modified herein. No grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the LPA unless that grantee or contractor will provide a drug free workplace.

    False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the LPA for at least one (1) year but not more than (5) years.

    For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or those entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of $5,000 or more from the LPA.

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

    (a) Publishing a statement:

        (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
        (2) Specifying the actions that will be taken against employees for violations of such prohibition.
        (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

            (a) abide by the terms of the statement; and
            (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

    (b) Establishing a drug free awareness program to inform employees about:

        (1) The dangers of drug abuse in the workplace;
        (2) The grantee's or contractor's policy to maintain a drug free workplace;
        (3) Any available drug counseling, rehabilitation and employee assistance program; and
        (4) The penalties that may be imposed upon an employee for drug violations.

    (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
    (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
    (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
    (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Preliminary Engineering Contracts:

    (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with THIS AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with THIS AGREEMENT shall be made available upon request to the LPA without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.

    (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the DEPARTMENT's current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the LPA, it being understood that all such furnished documents shall be approved by the LPA before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

    For Construction Engineering Contracts:

    (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
    (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provide for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

(c) That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of THIS AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

(d) That in the event that engineering and inspection services to be furnished and performed by the ENGINEER (including personnel furnished by the ENGINEER's subconsultants) shall, in the opinion of the LPA be incompetent or inadequate, the LPA shall have the right to supplement the engineering and inspection force, or to replace the engineers or inspectors employed on such work, at the expense of the ENGINEER. This may be done through services of LPA staff or require the procurement of supplemental engineering services.

(e) Inspection of all materials, when inspection is not provided by the LPA's selected material inspection consultant, shall have inspection reports submitted to the LPA in accordance with the DEPARTMENT's Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
HDR Engineering, Inc.	47-0680568	$449,756.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Accurate Engineering	36-3966030	$9,316.00
AMES Engineering, Inc.	36-4404761	$30,182.00
Gewalt-Hamilton	36-3426053	$69,521.00
MSA Professional Services	39-1016174	$17,260.00
	Subconsultant Total	$126,279.00
	Prime Consultant Total	$449,756.00
	Total for all work	$576,035.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The County of McHenry

By (Signature & Date)

By (Signature & Date)

County of McHenry | County Clerk

County Board Chairman

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest: HDR Engineering, Inc.

By (Signature & Date)

By (Signature & Date)

Title: Vice President

Title: IL-IN Accounting Lead

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
County of McHenry	HDR Engineering, Inc.	McHenry	24-00581-00-SP

EXHIBIT A
SCOPE OF SERVICES

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

See attached.

Route	Spring Grove Road and Miller Road
Local Agency	County of McHenry
Section	24-00581-00-SP
Type of Funding	Local

PHASE II ENGINEERING FOR IMPROVEMENTS
AT THE INTERSECTION OF SPRING GROVE ROAD AND MILLER ROAD

MCHENRY COUNTY DIVISION OF TRANSPORTATION

EXHIBIT A - SCOPE OF SERVICES

The McHenry County Division of Transportation, hereafter referred to as Local Public Agency (***LPA***), has initiated a project requiring professional engineering services by HDR, Inc. (***ENGINEER***) for Phase II - Design Engineering of the subject project.

UNDERSTANDING OF THE PROJECT

Project Scope and Limits. The scope of services includes the construction of a modern roundabout and associated work at the intersection of Spring Grove Road and Miller Road in unincorporated McHenry County, Illinois. The improvement limits along Spring Grove Road and Miller Road are approximately 1,000 feet and 1,300 feet, respectively, for a total project length of 2,300 feet (0.4 miles).

Schedule. Phase II design is anticipated to begin in May 2026 and be completed for submission to the Illinois Department of Transportation ***(DEPARTMENT)*** to be eligible for the November 2027 letting.

Submittals. All project submittals shall be submitted to the ***LPA*** for review and comment prior to being submitted to the ***DEPARTMENT*** and other agencies. The ***LPA*** may elect to perform concurrent reviews for pre-final and final submittals if previous comments are addressed to ***LPA's*** satisfaction. An electronic copy of all deliverables shall be provided to the ***LPA***. The ***ENGINEER*** shall copy the ***LPA*** on all submittals to the ***DEPARTMENT*** and other agencies. All digital and printed public-facing materials and engagement events produced for this project must meet the requirements of Title II of the Americans with Disabilities Act and the Web Content Accessibility Guide (WCAG) 2.1, Level AA.

Collaboration. Microsoft Teams should be the primary means of electronic communication with the ***LPA***. The ***LPA*** will host the team and setup various channels to organize project discussions. The ***LPA*** will provide the ***ENGINEER*** a file transfer location on Bentley ProjectWise to exchange data.

Correspondence. The ***ENGINEER*** shall maintain for a minimum of three (3) years after acceptance of Affidavit of Completion and the last action on the contract all project correspondence to the ***LPA*** and other outside agencies.

Subconsultants. The following subconsultants are anticipated to be used for the following services:

- Accurate Group
  - Task 2 – Utility Coordination
  - Task 13 – Project Administration and Management
  - Task 14 – Quality Assurance/Quality Control
- Ames
  - Task 2 – Utility Coordination
  - Task 5 – Roadway Plans
  - Task 6 – Specifications and Special Provisions
  - Task 7 – Construction Estimate of Cost and Estimate of Time
  - Task 10 – Phase III Activities
  - Task 13 – Project Administration and Management
  - Task 14 – Quality Assurance/Quality Control

- Gewalt Hamilton
  - Task 1 – Supplemental Surveys and Right-of-Way
  - Task 11 – Plat of Highways
  - Task 13 – Project Administration and Management
  - Task 14 – Quality Assurance/Quality Control
- MSA
  - Task 4 – Roadway Plans
  - Task 13 – Project Administration and Management
  - Task 14 – Quality Assurance/Quality Control

Summary. The *Scope of Services* for Phase II engineering involves the preparation of contract plans and documents to be let for construction by the ***DEPARTMENT***. Included in this scope are the following tasks:

1. Supplemental Surveys and Right-of-Way
2. Utility Coordination
3. Special Waste Evaluation
4. Lighting Design
5. Roadway Plans
6. Quantity Calculations
7. Specifications and Special Provisions
8. Construction Estimate of Cost and Estimate of Time
9. PS&E Submittals
10. Permitting and Environmental Coordination
11. Phase III Activities
12. Plat of Highways
13. Meetings and Coordination
14. Project Administration and Management
15. Quality Assurance/Quality Control

TASK 1 – SUPPLEMENTAL SURVEYS AND RIGHT-OF-WAY

Horizontal and Vertical Control. Re-establish vertical and horizontal control points for supplemental surveys and for reference on Alignment, Ties and Benchmark sheet. Relocation of utilities will be considered when re-establishing control points for use during construction.

Supplemental Topographic Survey. A limited topographic survey may be required if site conditions have changed from Phase I. The supplemental survey data will be downloaded and reviewed for completeness. The existing condition base drawings and digital terrain model will be revised.

Right-of-Way. Stake right-of-way per approved plats. Existing right-of-way may need to be re-established in areas where there are temporary easements and no proposed right-of-way.

Plat of Resolution. Not applicable.

TASK 2 – UTILITY COORDINATION

Subsurface Utility Engineering (SUE). Quality Level A (QLA) services in accordance with ASCE 38-22 will be provided for this contract. QLA test holes will be located at the existing gas line locations.

Utility Base Mapping. Once utility location data is collected, sheets using OpenRoads Designer (2024) and a Google Earth (.kmz) file will be created to identify the location of all utilities.

Conflict Identification. Contact JULIE to assess whether utilities have changed since Phase I. Prepare an exhibit showing the location of potential conflicts (based on best available information provided by local agencies and utility companies during Phase I), plot existing utilities in cross sections, summarize in a spreadsheet, prepare a photo log of the utilities, and submit with a ***LPA*** template cover letter to utility companies.

Relocation Assistance. Coordinate with local agencies and utility companies for resolution of conflicts through project completion. Local agencies and utility companies will be responsible for developing their own relocation plans. Review utility relocation plans and permits for compatibility with proposed improvement. Permit authorization will come from ***LPA.*** Show proposed utilities on plans and cross sections. Preliminary, pre-final, and final plans will be sent to the utility companies.

TASK 3 – SPECIAL WASTE EVALUATION

PESA Update. A database search will be required to check for contamination since the Preliminary Environmental Site Assessment (PESA) was performed during the Phase I. This will be summarized in an addendum to the Phase I PESA.

Traffic Control. Not applicable.

LPC 662. An LPC-662 form will be prepared and will include a project area map of regulated substance and clean zones. The database search and soil sampling results will be attached for documentation.

PSI Report. A Preliminary Site Investigation (PSI) is not required based on the findings of the PESA performed during Phase I.

TASK 4 – ROADWAY PLANS

The roadway plans will be developed and included in the submittals outlined in Task 8. The roadway plans will be prepared under the supervision of a Professional Engineer and will consist of the following drawings. See workhour summary for additional information.

- Cover Sheet
- Index of Sheets, Highway Standards and Commitments
- General Notes
- Summary of Quantities
- Schedule of Quantities
- Typical Sections
- Alignment, Ties and Benchmarks
- Removal Plan
- Plan & Profile
- Drainage and Utility Plan and Profile
- Detour Plan and Notes
- Stormwater Pollution Prevention Plan and Notes
- Soil Erosion and Sediment Control Plan and Details
- Plat of Highways
- Pavement Marking and Signing Plans

- Drainage Facilities Grading Plan
- Intersection Grading Plan
- Landscaping Plan
- Lighting Plan
- Detail Sheets
- District One Details
- Cross Sections – Roadway every 50 feet, and half cross sections at field entrances, and driveways

Lighting Design. Provide intersection lighting plans for the proposed construction of a roundabout at Spring Grove Road and Miller Road which will consist of a four-leg intersection for the following submittals: preliminary, pre-final, and final plans. The work will include the following items:

- Photometric Calculations
- Voltage Drop Calculations
- Coordination with ComEd
- Meetings with ***LPA*** and ***DEPARTMENT***

Pavement Design. Develop a pavement design for full-depth HMA pavement in accordance with ***DEPARTMENT***/BLRS procedures.

Transportation Management Plan. Complete ***DEPARTMENT*** form D1 OP0042 and attachments.

TASK 5 – QUANTITY CALCULATIONS

Quantity calculations will be prepared and included in the submittals outlined in Task 8. Calculations shall be independently reviewed and understandable. The computed quantities will serve as the basis for the Summary of Quantities plan sheets and the ***ENGINEER's*** Estimate of Cost. Final calculations will be printed and organized in a binder for ***LPA*** reference.

- Earthwork computations, pavement computations and other quantity calculations will conform to the requirements of Section 11-5 of the *BLRS Manual* and *Chapter 64* of the ***DEPARTMENT*** *Bureau of Design and Environment* (*BDE) Manual.*

- The *Standard Specifications for Road and Bridge Construction, Supplemental Specifications* and the *Recurring Special Provisions* will be cross checked to ensure that the appropriate pay items, methods of measurement and basis of payment are used. For each quantity, the IDOT coded pay item number will be used. These coded pay items will be determined from the *IDOT Coded Pay Items* on the ***DEPARTMENT*** website.

TASK 6 – SPECIFICATIONS AND SPECIAL PROVISIONS

The specifications and special provisions will be developed and included in the submittals outlined in Task 8.

- The *IDOT Standard Specifications* and *Supplemental Specifications* are included by reference in the first paragraph of the project Special Provisions. Applicable *IDOT Recurring Special*

Provisions and Recurring Local Roads and Streets Special Provisions will be included by reference by use of ***DEPARTMENT*** check sheets.

- Where a project item contains work, material, unique sequence of operations or any other requirements that are not included in the *Standard Specifications*, *Supplemental Specifications, Recurring Special Provisions, BDE Special Provisions or MCDOT Special Provisions*, a project specific Special Provision will be written. These Special Provisions will conform to the requirements of Section 11-3 of the *BLRS Manual* and *Chapter 66* of the *BDE Manual.*

TASK 7 – CONSTRUCTION ESTIMATE OF COST AND ESTIMATE OF TIME

Estimate of Cost. Utilizing the pay items and quantities, the Estimate of Cost will be generated. Itemized costs will be determined using available guides and bid tabulations from similar projects. In addition, the pay item reports with awarded prices from the ***DEPARTMENT's*** website will be used to approximate current unit costs. BDE Form 213 will be used to prepare the cost estimate. A detailed breakdown of lump sum costs will be provided.

Schedule. Prepare a bar schedule of the anticipated construction timeline.

Estimate of Time. BDE Form 220A will be used to prepare the estimate of time. Itemized production rates will be determined using established guideline shown in the Chapter 66 of the *BDE Manual*.

TASK 8 – PS&E SUBMITTALS

The services under this task include time associated with preparing plot files, coordination of printing and distribution of plans. Submittals will be prepared and assembled in accordance with ***DEPARTMENT***/BLRS *Phase 2 Plans and Specifications Guidelines.* The final number of copies will be as directed by the ***DEPARTMENT.***

Preliminary. This submittal will be considered 85% complete and will include plans, specifications, cost estimate, estimate of time, and quantity calculations. PDF's of these documents will be submitted to the ***LPA***, local agencies, and utility companies.

Pre-final. This submittal will be considered 95% complete and will include plans, specifications, cost estimate, estimate of time, and quantity calculations. PDFs of these documents will be submitted to the ***LPA***, ***DEPARTMENT,*** local agencies, permitting agencies and utility companies.

Final. This submittal will be considered 100% complete and will include plans, specifications, cost estimate, estimate of time, and quantity calculations. These documents will be submitted to the ***LPA***, ***DEPARTMENT,*** local agencies, permitting agencies and utility companies.

Central Office. This is the bid set submittal and will include plans, specifications, cost estimate, estimate of time, and final documents/calculations.

Electronic files including (dgn, pdf, word and excel files) will be included in submittal to ***LPA*** for the preliminary, pre-final, final and Central Office submittals. The following printed sets are estimated.

Agency	Plans	Documents
LPA	2 copies (11"x17"), 2 copies (22"x34")	4 copies
DEPARTMENT/BLRS	PDF	PDF
Village of Johnsburg	1 copy (11"x17")	1 copy
McHenry Township Road District	1 copy (11"x17")	1 copy
Richmond Township Road District	1 copy (11"x17")	1 copy
MCP&D	2 copies (11"x17")	2 copies
MLSWCD	1 copy (22"x34")	PDF
Utilities	PDF	N/A

Disposition of Comments. Each submittal will include a formal disposition of comments that addresses all review comments from the ***DEPARTMENT*** and the agencies listed above. Dispositions to ***LPA*** comments will be through Bluebeam.

Grading Surface Models. Provide existing surface, proposed subgrade, and final surface digital terrain models for use in preliminary earthwork calculations and construction layout. These surfaces/models will be made available "For Information Only" to be delivered to the Contractor at the ***LPA's*** discretion. The ***ENGINEER*** shall not be held liable for the Contractor's usage or reliance on these surfaces upon receipt. Design files and models besides those noted above used to generate the surfaces will not be made available to the Contractor. The signed and sealed plans will be the controlling legal documents and supersede any CADD deliverables.

TASK 9 – PERMITTING AND ENVIRONMENTAL COORDINATION

Wetland. Assist the ***LPA*** with the wetland process. Mitigation is expected to be provided by purchasing credits. Credits will be purchased by the ***LPA.***

McHenry County Stormwater Management Permit Application. Prepare the necessary documentation to submit a permit application to McHenry County Planning and Development (MCP&D) or certified community for the McHenry County Stormwater Management Ordinance. Provide revisions as necessary until permit application has been approved.

McHenry-Lake County Soil and Water Conservation District (MLSWCD) Review. Prepare the necessary submittals required for MLSWCD's soil erosion and sediment control review and approval. Review and inspection fees are not required.

NPDES Permit. Complete and submit the National Pollutant Discharge Elimination System (NPDES) Permit, Stormwater Pollution Prevention Plan (SWPPP), Notice of Intent (NOI) and Erosion and Sediment Control Plans to IEPA. Complete BDE Forms 2342 and 2342A for inclusion into the Special Provisions. A review fee is not required since the ***LPA*** is an MS4 community.

Environmental Survey Request Addendum/Update. Prepare ESR addendum or request updates from ***DEPARTMENT*** to ensure environmental clearances are valid.

TASK 10 – PHASE III ACTIVITIES

Request for Information. Provide direction and clarification on Request for Information (RFI's) from contractor questions during the bidding process and respond to RFI's, which may include plan revisions during construction.

Shop Drawing Review. Provide shop drawing review on all items where review is required by the contract specifications and ***DEPARTMENT*** documentation procedures. Assumed reviews include, but are not limited to, the following: Lighting Reviews

TASK 11 – PLAT OF HIGHWAYS

Plat of Highways and legal descriptions will be prepared in accordance with ***DEPARTMENT*** and ***LPA*** standards and submitted to the ***DEPARTMENT*** for approval. Right-of-way acquisition and/or easements will potentially impact the following parcels:

1. 04-36-300-007
2. 04-36-400-009
3. 09-01-100-004
4. 09-01-200-001

Title Commitments. Current title commitments will be ordered for the impacted parcels.

ROW Document Research. Necessary courthouse research will be performed that will include all the plats, deeds, and right-of-way documents for each parcel within the project limits and adjoining the project.

Boundary Survey and Analysis. Perform a boundary survey and analysis to determine property lines and property corners of impacted parcels.

Legal Descriptions. Legal descriptions will be prepared for the right-of-way acquisitions and easements, as determined by ownership.

Plat of Highways. A plat of highway will be prepared for the right-of-way acquisitions and easements, as determined by ownership.

Individual Plats. Prepare individual plat drawings to accompany legal descriptions for each parcel.

TASK 12 – MEETINGS AND COORDINATION

Meetings. Meetings will serve to discuss and resolve issues in the design engineering process. Agendas and exhibits will be prepared and distributed prior to meetings. Most of these meetings will occur over Microsoft Teams, but some meetings may require to be in person. Property owner meetings will require exhibits to show right-of-way and project impacts. Draft minutes will be prepared and distributed no later than five working days after the meeting. Final minutes will be distributed no later than five working days after the review period. A list of action items will be maintained and updated at each meeting. The following meetings are anticipated:

- One (1) project initiation meeting with the ***LPA***
- One (1) project initiation meeting with the ***DEPARTMENT***

- One (1) plan-in-hand field meeting with the ***LPA***
- One (1) meeting with McHenry County P&D
- One (1) pre-construction meeting with the MLSWCD
- One (1) meeting with IDOT District One Detour Committee
- One (1) pre-construction meeting with the ***DEPARTMENT***
- Four (4) property owner meetings. ***LPA*** to coordinate and attend. ***ENGINEER*** only to provide exhibits for the meetings.
- Six (6) coordination meetings between ***LPA*** and ***ENGINEER***
- One (1) plan review meeting between ***LPA*** and ***ENGINEER***

TASK 13 – PROJECT ADMINISTRATION AND MANAGEMENT

Project Setup. Provide tasks including contract administration, budget control, internal project team meetings, and project close out.

Monthly Invoices and Progress Reports. Prepare and submit monthly invoices and progress reports during months when engineering activities occur, and invoices are due. Progress reports are due by the first of the month.

Project Coordination. Provide phone and email updates and general project coordination with the ***LPA*** as necessary to advance the progress of the project.

Project Website. Maintenance of the www.mcdotsafety.com website will be maintained throughout the duration of this contract, estimated to be 24 months. All other website updates and communication messaging for the public will be conducted by the ***LPA***.

Project Schedule Monitoring. Prepare and monitor a project schedule and update quarterly as tasks or project scheduling change, as well as perform scope of services reviews, resource planning, and internal team coordination. The schedule assumes 20 months for Phase II services and 12 months for Phase III activities.

TASK 14 – QUALITY ASSURANCE/QUALITY CONTROL

- Establish and adhere to an approved project QA/QC plan.

- Submit certification of QA/QC for each submittal attesting the QA/QC plan has been implemented on the contract documents.

- Perform an independent peer review of design quantities and a constructability review of the preliminary, pre-final and final plans and documents.

EXCLUSIONS TO THE SCOPE OF SERVICES

The following tasks or items were deemed unnecessary and would be considered as additional services if required:

- Public information meeting or public hearing
- Public notices
- Specialized aesthetic treatments on design features, including but not limited to light poles, signage, and aesthetic hardscape treatments, except as otherwise specified
- Land acquisition services (appraisals, negotiations, closings, and certification) (By ***LPA***)
- Preliminary Site Investigation (PSI)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
County of McHenry	HDR Engineering, Inc.	McHenry	24-00581-00-SP

EXHIBIT B
PROJECT SCHEDULE

See attached.

Route	Spring Grove Road at Miller Road Intersection
Local Agency	McHenry County Division of Transportation
Section Number	24-00581-00-SP
Type of Funding	RTA Sales Tax (Local)

PHASE II – DESIGN ENGINEERING FOR THE SPRING GROVE ROAD AT MILLER ROAD INTERSECTION SAFETY PROJECT

MCHENRY COUNTY DIVISION OF TRANSPORTATION

EXHIBIT B – PROJECT SCHEDULE

May 2026 - Notice to Proceed

May through November 2026 – 85% Plan Development

May 2026 - IDOT Kickoff Meeting

December 2026 through March 2027 – Pre Final Plan Development

April 2026 through June 2027 – Final Plan Development

November 2027 – IDOT Letting (anticipated)

December 2027 through October 2028 – Phase III Support

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
County of McHenry	HDR Engineering, Inc.	McHenry	24-00581-00-SP

Exhibit C
Qualification Based Selection (QBS) Checklist

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

☐ Form Not Applicable (engineering services less than the threshold)

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

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☑
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☑
3	Was the scope of services for this project clearly defined?	☐	☑
4	Was public notice given for this project?	☐	☑

If yes due date of submittal 11/22/2023

Method(s) and dates: Posted to County Purchasing Website from 11/02/2023-11/22/2023

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☑
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☑
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☑

Project Criteria	Weighting
Technical Approach	20%
Firm Experience	10%
Specialized Expertise	15%
Staff Capabilities	30%
Work Load Capacity	15%
Past Performance	10%

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☑

Selection committee (titles) for this project

Design Engineer II, Design Engineer IV, Design Manager

	Top three consultants ranked for this project in order
1	HDR Engineering, Inc.
2	Stanley Consultants, Inc.
3	HR Green

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☑
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☑
11	Were acceptable costs for this project verified?	☐	☑
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☑
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☑
14	QBS according to State requirements used?	☐	☑
15	Existing relationship used in lieu of QBS process?	☑	☐
16	LPA is a home rule community (Exempt from QBS).	☑	☐

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
County of McHenry	McHenry	24-00581-00-SP

Prime Consultant (Firm) Name	Prepared By	Date
HDR Engineering, Inc.	Aniko Shuey/Gayle Garcia	3/10/2026

Consultant / Subconsultant Name	Job Number
HDR Engineering, Inc.	NA

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Phase II Design Engineering for an intersection improvement including construction of a modern roundabout and associated roadway work in unincorporated McHenry County at the Spring Grove Road intersection with Miller Road.

PAYROLL ESCALATION TABLE

CONTRACT TERM	32	MONTHS	OVERHEAD RATE	161.77%
START DATE	5/1/2026		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2027		% OF RAISE	3.00%
END DATE	12/31/2028			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/1/2026	1/1/2027	8	25.00%
1	1/2/2027	1/1/2028	12	38.63%
2	1/2/2028	1/1/2029	12	39.78%

The total escalation = 3.41%

Local Public Agency	County	Section Number
County of McHenry	McHenry	24-00581-00-SP

Consultant / Subconsultant Name	Job Number
HDR Engineering, Inc.	NA

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**90.00**
ESCALATION FACTOR	**3.41%**

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Principal	$90.00	$90.00
Project Manager IV	$90.00	$90.00
Sr. Civil Engineer IV	$90.00	$90.00
Sr. Civil Engineer III	$84.20	$87.07
Sr. Civil Engineer II	$73.42	$75.92
Sr. Civil Engineer I	$65.16	$67.38
Civil Engineer III	$57.38	$59.34
Civil Engineer I	$38.64	$39.96
Sr. Environmental Scientist	$71.68	$74.12
Environmental Scientist I	$30.87	$31.92
Geologist	$58.89	$60.90
CADD Technician IV	$64.22	$66.41
Project Support IV	$53.26	$55.08
Project Support I	$27.75	$28.70

Local Public Agency	County	Section Number
County of McHenry	McHenry	24-00581-00-SP
Consultant / Subconsultant Name		**Job Number**
HDR Engineering, Inc.		NA

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total (Payroll Only)	Contribution to Prime Consultant
Accurate Group, Inc	1,807.00	180.70
Ames	13,652.00	1,365.20
Gewalt Hamilton	21,049.00	2,104.90
MSA	5,563.00	556.30

Local Public Agency	County	Section Number
County of McHenry	McHenry	24-00581-00-SP

Consultant / Subconsultant Name	Job Number
HDR Engineering, Inc.	NA

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum	550	$0.73	$398.75
Vehicle Owned or Leased (no mileage charge allowed)	$45.00/half day (4 hours or less) or $90/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost	1.5	$30.00	$45.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)	7	$50.00	$350.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)	2	$15.00	$30.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Special Waste database research		1	$800.00	$800.00
Printing 11x17	Actual Cost	0.9	$500.00	$450.00
Printing 22x34	Actual Cost	3	$400.00	$1,200.00
			TOTAL DIRECT COSTS:	**$3,273.75**

Local Public Agency
County of McHenry

County
McHenry

Section Number
24-00581-00-SP

Consultant / Subconsultant Name
HDR Engineering, Inc.

Job Number
NA

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 161.77%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Supplemental Surveys and Right of Way		24	1,211	1,959	400		3,570	0.62%
Utility Coordination		60	3,497	5,657	1,154		10,308	1.79%
Special Waste Evaluation	800	34	2,224	3,598	734		7,356	1.28%
Roadway Plans		1351	65,356	105,726	21,567		192,649	33.44%
Quantity Calculations		95	5,125	8,291	1,691		15,107	2.62%
Specifications and Special Provisions		76	3,928	6,355	1,296		11,579	2.01%
Construction Est of Cost and Est of Time		72	3,765	6,090	1,242		11,097	1.93%
PS&E Submittals		300	16,039	25,946	5,293		47,278	8.21%
Permitting and Env. Coordination		78	4,302	6,959	1,420		12,681	2.20%
PH III Activities	2,000	52	4,068	6,581	1,342		13,991	2.43%
Plat of Highways		26	1,416	2,290	467		4,173	0.72%
Meetings and Coordination	444	173	11,712	18,947	3,865		34,968	6.07%
Project Administration & Management	30	174	12,347	19,973	4,074		36,424	6.32%
QA/QC		240	15,052	24,349	4,967		44,368	7.70%
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
Accurate Group, Inc			-	-	-	9,316	9,316	1.62%
Ames			-	-	-	30,182	30,182	5.24%
Gewalt Hamilton			-	-	-	69,521	69,521	12.07%
MSA			-	-	-	17,260	17,260	3.00%
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
Subconsultant DL					4,207.10		4,207	0.73%
TOTALS	3,274	2755	150,042	242,721	53,719	126,279	576,035	100.00%

Submitted - 28180 - 3/10/2026 8:18:08 AM

Local Public Agency
County of McHenry

County
McHenry

Section Number
24-00581-00-SP

Consultant / Subconsultant Name
HDR Engineering, Inc.

Job Number
NA

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Supplemental Surveys and Right of Way			Utility Coordination			Special Waste Evaluation			Roadway Plans			Quantity Calculations		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	90.00	21.0	0.76%	0.69															
Project Manager IV	90.00	118.0	4.28%	3.85	1	4.17%	3.75	2	3.33%	3.00	1	2.94%	2.65	16	1.18%	1.07	2	2.11%	1.89
Sr. Civil Engineer IV	90.00	50.0	1.81%	1.63															
Sr. Civil Engineer III	87.07	215.0	7.80%	6.79	1	4.17%	3.63	6	10.00%	8.71	16	47.06%	40.97	31	2.29%	2.00	2	2.11%	1.83
Sr. Civil Engineer II	75.92	99.0	3.59%	2.73										45	3.33%	2.53	10	10.53%	7.99
Sr. Civil Engineer I	67.38	57.0	2.07%	1.39										32	2.37%	1.60			
Civil Engineer III	59.34	693.0	25.15%	14.93	8	33.33%	19.78	37	61.67%	36.59	3	8.82%	5.24	303	22.43%	13.31	40	42.11%	24.98
Civil Engineer I	39.96	1,355.0	49.18%	19.65	14	58.33%	23.31	15	25.00%	9.99				886	65.58%	26.20	41	43.16%	17.24
Sr. Environmental Scientist	74.12	13.0	0.47%	0.35										2	0.15%	0.11			
Environmental Scientist I	31.92	45.0	1.63%	0.52							10	29.41%	9.39	8	0.59%	0.19			
Geologist	60.90	4.0	0.15%	0.09							4	11.76%	7.16						
CAD Technician IV	66.41	44.0	1.60%	1.06										28	2.07%	1.38			
Project Support IV	55.08	36.0	1.31%	0.72															
Project Support I	28.70	5.0	0.18%	0.05															
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
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		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		2755.0	100%	$54.46	24.0	100.00%	$50.46	60.0	100%	$58.29	34.0	100%	$65.41	1351.0	100%	$48.38	95.0	100%	$53.95

Local Public Agency
County of McHenry

County
McHenry

Section Number
24-00581-00-SP

Consultant / Subconsultant Name
HDR Engineering, Inc.

Job Number
NA

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Specifications and Special Provisions			Construction Est of Cost and Est of Time			PS&E Submittals			Permitting and Env. Coordination			PH III Activities			Plat of Highways		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	90.00							4	1.33%	1.20	1	1.28%	1.15	1	1.92%	1.73			
Project Manager IV	90.00				2	2.78%	2.50	8	2.67%	2.40	2	2.56%	2.31	2	3.85%	3.46	1	3.85%	3.46
Sr. Civil Engineer IV	90.00																		
Sr. Civil Engineer III	87.07	6	7.89%	6.87	4	5.56%	4.84	20	6.67%	5.80	5	6.41%	5.58	25	48.08%	41.86	2	7.69%	6.70
Sr. Civil Engineer II	75.92	4	5.26%	4.00				24	8.00%	6.07				8	15.38%	11.68			
Sr. Civil Engineer I	67.38										17	21.79%	14.69	8	15.38%	10.37			
Civil Engineer III	59.34	24	31.58%	18.74	20	27.78%	16.48	74	24.67%	14.64	9	11.54%	6.85	8	15.38%	9.13	12	46.15%	27.39
Civil Engineer I	39.96	42	55.26%	22.08	38	52.78%	21.09	162	54.00%	21.58	6	7.69%	3.07				11	42.31%	16.90
Sr. Environmental Scientist	74.12										11	14.10%	10.45						
Environmental Scientist I	31.92										27	34.62%	11.05						
Geologist	60.90																		
CADD Technician IV	66.41				8	11.11%	7.38	8	2.67%	1.77									
Project Support IV	55.08																		
Project Support I	28.70																		
TOTALS		76.0	100%	$51.69	72.0	100%	$52.29	300.0	100%	$53.46	78.0	100%	$55.15	52.0	100%	$78.23	26.0	100%	$54.45

Page 8 of 8

Local Public Agency
County of McHenry

County
McHenry

Section Number
24-00581-00-SP

Consultant / Subconsultant Name
HDR Engineering, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 3 **OF** 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Meetings and Coordination			Project Administration & Management			QA/QC												
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	90.00	2	1.16%	1.04	9	5.17%	4.66	4	1.67%	1.50									
Project Manager IV	90.00	22	12.72%	11.45	51	29.31%	26.38	8	3.33%	3.00									
Sr. Civil Engineer IV	90.00							50	20.83%	18.75									
Sr. Civil Engineer III	87.07	48	27.75%	24.16	33	18.97%	16.51	16	6.67%	5.80									
Sr. Civil Engineer II	75.92							8	3.33%	2.53									
Sr. Civil Engineer I	67.38																		
Civil Engineer III	59.34	69	39.88%	23.67	18	10.34%	6.14	68	28.33%	16.81									
Civil Engineer I	39.96	32	18.50%	7.39	22	12.64%	5.05	86	35.83%	14.32									
Sr. Environmental Scientist	74.12																		
Environmental Scientist I	31.92																		
Geologist	60.90																		
CADD Technician IV	66.41																		
Project Support IV	55.08				36	20.69%	11.39												
Project Support I	28.70				5	2.87%	0.82												
TOTALS		173.0	100%	$67.70	174.0	100%	$70.96	240.0	100%	$62.72	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

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Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
County of McHenry	McHenry	24-00581-00-SP

Prime Consultant (Firm) Name	Prepared By	Date
HDR Engineering, Inc.	Jennifer Tobergte	2/20/2026

Consultant / Subconsultant Name	Job Number
Accurate Group, Inc.	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Subsurface Utility Engineering and Surveying of SUE Flags and Test Holes

PAYROLL ESCALATION TABLE

CONTRACT TERM	32	MONTHS	OVERHEAD RATE	104.35%
START DATE	5/1/2026		COMPLEXITY FACTOR	0
RAISE DATE	2/1/2027		% OF RAISE	3.00%
END DATE	12/31/2028			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/1/2026	2/1/2027	9	28.13%
1	2/2/2027	2/1/2028	12	38.63%
2	2/2/2028	1/1/2029	11	36.47%

The total escalation = 3.22%

Local Public Agency	County	Section Number
County of McHenry	McHenry	24-00581-00-SP

Consultant / Subconsultant Name	Job Number
Accurate Group, Inc.	

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**90.00**
ESCALATION FACTOR	**3.22%**

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Project Manager, PE	$90.00	$90.00
Engineer V	$80.00	$82.57
Engineer IV	$65.45	$67.56
Engineer II	$42.81	$44.19
SUE Field Operations Manager	$67.75	$69.93
SUE Tech III	$36.50	$37.67
SUE Tech II	$26.50	$27.35

Local Public Agency	County	Section Number
County of McHenry	McHenry	24-00581-00-SP

Consultant / Subconsultant Name	Job Number
Accurate Group, Inc.	

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total (Payroll Only	Contribution to Prime Consultant

Local Public Agency	County	Section Number
County of McHenry	McHenry	24-00581-00-SP

Consultant / Subconsultant Name	Job Number
Accurate Group, Inc.	

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			$0.00
Vehicle Owned or Leased (no mileage charge allowed)	$45.00/half day (4 hours or less) or $90/full day	2.5	$90.00	$225.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utlity Locating Test Holes 3.29 - 6.56.0 ft	$1278.33/each (Unit Cost)	1	$1,278.33	$1,278.33
Utility Locating Test Holes 6.57 - 13.12 ft	$1,783.53/each (Unit Cost)	2	$1,783.53	$3,567.06
QA/QC of Locates	$273.70/each (Unit Cost)	0	$273.70	$0.00
			TOTAL DIRECT COSTS:	**$5,070.39**

Local Public Agency
County of McHenry

County
McHenry

Section Number
24-00581-00-SP

Consultant / Subconsultant Name
Accurate Group, Inc.

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 104.35%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Task 1.1 - Utilitiy Locating	225		-	-	-		225	2.42%
Task 1.1 - Unit Cost (QLA)	4,845		-	-	-		4,845	52.01%
Task 1.2 - Utility Base Mapping		14	712	743	218		1,673	17.96%
Task 1.3 - Coordination		6	405	423	124		952	10.22%
Task 2 - Project Administration		2	180	188	55		423	4.54%
Task 3 - Quality Reviews		7	510	532	156		1,198	12.86%
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Subconsultant DL					-0.09		(0)	0.00%
TOTALS	5,070	29	1,807	1,886	553	-	9,316	100.00%

Fixed fee is limited to the lower of the calculated amount or 15

The subconsultant fee has been adjusted due to 15% fixed fee

Local Public Agency
County of McHenry

County
McHenry

Section Number
24-00581-00-SP

Consultant / Subconsultant Name
Accurate Group, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Task 1.1 - Utilitiy Locating			Task 1.1 - Unit Cost (QLA)			Task 1.2 - Utility Base Mapping			Task 1.3 - Coordination			Task 2 - Project Administration		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Manager, PE	90.00	2.0	6.90%	6.21													2	100.00%	90.00
Engineer V	82.57	2.0	6.90%	5.69															
Engineer IV	67.56	12.0	41.38%	27.95							4	28.57%	19.30	6	100.00%	67.56			
Engineer II	44.19	10.0	34.48%	15.24							10	71.43%	31.56						
SUE Field Operations Man	69.93	3.0	10.34%	7.23															
SUE Tech III	37.67	0.0																	
SUE Tech II	27.35	0.0																	
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TOTALS		29.0	100%	$62.33	0.0	0.00%	$0.00	0.0	0%	$0.00	14.0	100%	$50.86	6.0	100%	$67.56	2.0	100%	$90.00

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Local Public Agency
County of McHenry

County
McHenry

Section Number
24-00581-00-SP

Consultant / Subconsultant Name
Accurate Group, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 **OF** 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task 3 - Quality Reviews																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Manager, PE	90.00																		
Engineer V	82.57	2	28.57%	23.59															
Engineer IV	67.56	2	28.57%	19.30															
Engineer II	44.19																		
SUE Field Operations Manag	69.93	3	42.86%	29.97															
SUE Tech III	37.67																		
SUE Tech II	27.35																		
TOTALS		7.0	100%	$72.86	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
County of McHenry	MCHenry	24-00581-00-SP

Prime Consultant (Firm) Name	Prepared By	Date
HDR Engineeriing, Inc.	Sandra Guzman	1/26/2026

Consultant / Subconsultant Name	Job Number
AMES Engineering, Inc.	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Prepare lighting design plans, sheets, and details for the Spring Grove Road at Miller Road roundabout. Other tasks include project administration, meetings, and Phase III coordination that includes shop drawing reviews.

PAYROLL ESCALATION TABLE

CONTRACT TERM	32	MONTHS	OVERHEAD RATE	91.66%
START DATE	5/1/2026		COMPLEXITY FACTOR	
RAISE DATE	1/1/2027		% OF RAISE	3.00%
END DATE	12/31/2028			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/1/2026	1/1/2027	8	25.00%
1	1/2/2027	1/1/2028	12	38.63%
2	1/2/2028	1/1/2029	12	39.78%

The total escalation = 3.41%

Local Public Agency	County	Section Number
County of McHenry	MCHenry	24-00581-00-SP

Consultant / Subconsultant Name	Job Number
AMES Engineering, Inc.	

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**90.00**
ESCALATION FACTOR	**3.41%**

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Sr. Electrical Engineer	$70.90	$73.32
Project Engineer	$67.13	$69.42

Local Public Agency	County	Section Number
County of McHenry	MCHenry	24-00581-00-SP

Consultant / Subconsultant Name	Job Number
AMES Engineering, Inc.	

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total (Payroll Only)	Contribution to Prime Consultant

Local Public Agency	County	Section Number
County of McHenry	MCHenry	24-00581-00-SP

Consultant / Subconsultant Name	Job Number
AMES Engineering, Inc.	

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			$0.00
Vehicle Owned or Leased (no mileage charge allowed)	$45.00/half day (4 hours or less) or $90/full day	1	$90.00	$90.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$90.00**

Local Public Agency
County of McHenry

County
MCHenry

Section Number
24-00581-00-SP

Consultant / Subconsultant Name
AMES Engineering, Inc.

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 91.66%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Lighting	90	144	10,222	9,370	2,939		22,621	74.95%
QC/QA		7	513	470	148		1,131	3.75%
RFI/RFC		16	1,157	1,061	333		2,551	8.45%
Review Shop Drawings		16	1,173	1,075	337		2,585	8.56%
Project Management and Admin.		8	587	538	169		1,294	4.29%
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Subconsultant DL					-0.10		(0)	0.00%
TOTALS	90	191	13,652	12,514	3,926	-	30,182	100.00%

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Fixed fee is limited to the lower of the calculated amount or 15%

The subconsultant fee has been adjusted due to 15% fixed fee

Local Public Agency
County of McHenry

County
MCHenry

Section Number
24-00581-00-SP

Consultant / Subconsultant Name
AMES Engineering, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Lighting			QC/QA			RFI/RFC			Review Shop Drawings			Project Management and Admin.		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Sr. Electrical Engineer	73.32	101.0	52.88%	38.77	58	40.28%	29.53	7	100.00%	73.32	12	75.00%	54.99	16	100.00%	73.32	8	100.00%	73.32
Project Engineer	69.42	90.0	47.12%	32.71	86	59.72%	41.46				4	25.00%	17.35						
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TOTALS		191.0	100%	$71.48	144.0	100.00%	$70.99	7.0	100%	$73.32	16.0	100%	$72.34	16.0	100%	$73.32	8.0	100%	$73.32

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
County of McHenry	McHenry	24-00581-00-SP

Prime Consultant (Firm) Name	Prepared By	Date
HDR Engineering, Inc.	Lucas Deferville - GHA	3/5/2026

Consultant / Subconsultant Name	Job Number
Gewalt Hamilton Associates, Inc.	N/A

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Spring Grove Road at Miller Road Supplemental Survey and Plat of Highway

PAYROLL ESCALATION TABLE

CONTRACT TERM	32	MONTHS	OVERHEAD RATE	178.85%
START DATE	5/1/2026		COMPLEXITY FACTOR	
RAISE DATE	7/1/2026		% OF RAISE	3.00%
END DATE	12/31/2028			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/1/2026	7/1/2026	2	6.25%
1	7/2/2026	7/1/2027	12	38.63%
2	7/2/2027	7/1/2028	12	39.78%
3	7/2/2028	1/1/2029	6	20.49%

The total escalation = 5.15%

Local Public Agency	County	Section Number
County of McHenry	McHenry	24-00581-00-SP

Consultant / Subconsultant Name	Job Number
Gewalt Hamilton Associates, Inc.	N/A

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**90.00**
ESCALATION FACTOR	**5.15%**

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Principal	$88.89	$90.00
Sr PM II	$83.53	$87.83
Sr PM I	$68.25	$71.76
PM II	$66.33	$69.74
PM I	$52.18	$54.87
Engineer VI	$77.00	$80.96
Engineer V	$65.45	$68.82
Engineer IV	$52.17	$54.86
Engineer III	$41.75	$43.90
Engineer II	$40.89	$42.99
Engineer I	$37.53	$39.46
CAD Tech III	$44.31	$46.59
CAD Tech II	$32.40	$34.07
LS IV	$53.75	$56.52
LS III	$50.38	$52.97
LS II	$42.25	$44.42
LS I	$31.73	$33.36
Environmental Resources Specialist IV	$61.00	$64.14
Admin II	$36.00	$37.85
Admin I	$28.47	$29.94

Local Public Agency	County	Section Number
County of McHenry	McHenry	24-00581-00-SP

Consultant / Subconsultant Name	Job Number
Gewalt Hamilton Associates, Inc.	N/A

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			$0.00
Vehicle Owned or Leased (no mileage charge allowed)	$45.00/half day (4 hours or less) or $90/full day	12	$90.00	$1,080.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Title Commitments	Actual Cost	4	$700.00	$2,800.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$3,880.00**

Local Public Agency
County of McHenry

County
McHenry

Section Number
24-00581-00-SP

Consultant / Subconsultant Name
Gewalt Hamilton Associates, Inc.

Job Number
N/A

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 178.85%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Horizontal and Vertical Control		12	636	1,137	210		1,983	2.85%
Supplemental Topographic Survey	356	105	4,687	8,382	1,547		14,972	21.54%
ROW		16	744	1,331	246		2,321	3.34%
Title Commitments	2,800	12	678	1,213	224		4,915	7.07%
ROW Document Research		20	1,102	1,971	364		3,437	4.94%
Boundary Survey & Analysis	724	71	4,013	7,177	1,324		13,238	19.04%
Legal Descriptions		30	1,667	2,982	550		5,199	7.48%
Plat of Highway		52	2,423	4,333	799		7,555	10.87%
Individual Plats		34	1,584	2,833	523		4,940	7.11%
Project Admin		23	1,307	2,337	431		4,075	5.86%
QA/QC		42	2,208	3,949	729		6,886	9.90%
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Subconsultant DL					0.00			
TOTALS	3,880	417	21,049	37,645	6,947	-	69,521	100.00%

BLR 05514 (Rev. 1/24/26)
COST EST

Local Public Agency
County of McHenry

County
McHenry

Section Number
24-00581-00-SP

Consultant / Subconsultant Name
Gewalt Hamilton Associates, Inc.

Job Number
N/A

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Horizontal and Vertical Control			Supplemental Topographic Survey			ROW			Title Commitments			ROW Document Research		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	90.00	0.0																	
Sr PM II	87.83	0.0																	
Sr PM I	71.76	4.0	0.96%	0.69															
PM II	69.74	0.0																	
PM I	54.87	19.0	4.56%	2.50															
Engineer VI	80.96	0.0																	
Engineer V	68.82	0.0																	
Engineer IV	54.86	0.0																	
Engineer III	43.90	0.0																	
Engineer II	42.99	0.0																	
Engineer I	39.46	0.0																	
CAD Tech III	46.59	145.0	34.77%	16.20				45	42.86%	19.97									
CAD Tech II	34.07	0.0																	
LS IV	56.52	135.0	32.37%	18.30							4	25.00%	14.13	12	100.00%	56.52	12	60.00%	33.91
LS III	52.97	78.0	18.71%	9.91	12	100.00%	52.97	30	28.57%	15.14	6	37.50%	19.86				8	40.00%	21.19
LS II	44.42	0.0																	
LS I	33.36	36.0	8.63%	2.88				30	28.57%	9.53	6	37.50%	12.51						
Environmental Resources S	64.14	0.0																	
Admin II	37.85	0.0																	
Admin I	29.94	0.0																	
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		0.0																	
TOTALS		417.0	100%	$50.47	12.0	100.00%	$52.97	105.0	100%	$44.64	16.0	100%	$46.51	12.0	100%	$56.52	20.0	100%	$55.10

Local Public Agency
County of McHenry

County
McHenry

Section Number
24-00581-00-SP

Consultant / Subconsultant Name
Gewalt Hamilton Associates, Inc.

Job Number
N/A

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Boundary Survey & Analysis			Legal Descriptions			Plat of Highway			Individual Plats			Project Admin			QA/QC		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	90.00																		
Sr PM II	87.83																		
Sr PM I	71.76													4	17.39%	12.48			
PM II	69.74																		
PM I	54.87													7	30.43%	16.70	12	28.57%	15.68
Engineer VI	80.96																		
Engineer V	68.82																		
Engineer IV	54.86																		
Engineer III	43.90																		
Engineer II	42.99																		
Engineer I	39.46																		
CAD Tech III	46.59							52	100.00%	46.59	34	100.00%	46.59				14	33.33%	15.53
CAD Tech II	34.07																		
LS IV	56.52	71	100.00%	56.52	22	73.33%	41.45										14	33.33%	18.84
LS III	52.97				8	26.67%	14.13							12	52.17%	27.64	2	4.76%	2.52
LS II	44.42																		
LS I	33.36																		
Environmental Resources Sp	64.14																		
Admin II	37.85																		
Admin I	29.94																		
TOTALS		71.0	100%	$56.52	30.0	100%	$55.57	52.0	100%	$46.59	34.0	100%	$46.59	23.0	100%	$56.82	42.0	100%	$52.57

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
County of McHenry	McHenry	24-00581-00-SP

Prime Consultant (Firm) Name	Prepared By	Date
HDR Engineering Inc.	Ben Wilkinson	1/27/2026

Consultant / Subconsultant Name	Job Number
MSA Professional Services, Inc.	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Review and design support for the roundabout at the Spring Grove Road and Miller Road intersection. Tasks include review of the traffic control plan, roadway plan and profile, detail sheets, intersection grading plan, and lighting plans as well as general project coordination, administration, and meetings.

PAYROLL ESCALATION TABLE

CONTRACT TERM	32	MONTHS	OVERHEAD RATE	172.48%
START DATE	5/1/2026		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2027		% OF RAISE	3.00%
END DATE	12/31/2028			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/1/2026	1/1/2027	8	25.00%
1	1/2/2027	1/1/2028	12	38.63%
2	1/2/2028	1/1/2029	12	39.78%

The total escalation = 3.41%

Local Public Agency	County	Section Number
County of McHenry	McHenry	24-00581-00-SP

Consultant / Subconsultant Name	Job Number
MSA Professional Services, Inc.	

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**90.00**
ESCALATION FACTOR	**3.41%**

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Senior Project Manager	$85.45	$88.36
Senior Project Engineer	$61.65	$63.75

Local Public Agency	County	Section Number
County of McHenry	McHenry	24-00581-00-SP

Consultant / Subconsultant Name	Job Number
MSA Professional Services, Inc.	

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum	368	$0.73	$266.80
			TOTAL DIRECT COSTS:	**$266.80**

Local Public Agency: County of McHenry

County: McHenry

Section Number: 24-00581-00-SP

Consultant / Subconsultant Name: MSA Professional Services, Inc.

Job Number:

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 172.48%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Task 1 - Project Administration and Management		12	962	1,659	317		2,938	17.02%
Task 2 - Meetings and Coordination	267	32	2,138	3,688	706		6,799	39.39%
Task 3 - Traffic Control Plan		12	863	1,489	285		2,637	15.28%
Task 4 - Roadway Proposed Plan and Profile Sheets		6	432	745	142		1,319	7.64%
Task 5 - Detail Sheets and Intersection Grading Plan		6	432	745	142		1,319	7.64%
Task 6 - Grading Plans		6	432	745	142		1,319	7.64%
Task 7 - Lighting Plans and Details		4	304	525	100		929	5.38%
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Subconsultant DL					0.00			
TOTALS	267	78	5,563	9,596	1,834	-	17,260	100.00%

Local Public Agency
County of McHenry

County
McHenry

Section Number
24-00581-00-SP

Consultant / Subconsultant Name
MSA Professional Services, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Task 1 - Project Administration and Management			Task 2 - Meetings and Coordination			Task 3 - Traffic Control Plan			Task 4 - Roadway Proposed Plan and Profile Sheets			Task 5 - Detail Sheets and Intersection Grading Plan		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Project Manager	88.36	24.0	30.77%	27.19	8	66.67%	58.91	4	12.50%	11.05	4	33.33%	29.45	2	33.33%	29.45	2	33.33%	29.45
Senior Project Engineer	63.75	54.0	69.23%	44.14	4	33.33%	21.25	28	87.50%	55.78	8	66.67%	42.50	4	66.67%	42.50	4	66.67%	42.50
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TOTALS		78.0	100%	$71.32	12.0	100.00%	$80.16	32.0	100%	$66.83	12.0	100%	$71.96	6.0	100%	$71.96	6.0	100%	$71.96

Local Public Agency	County	Section Number
County of McHenry	McHenry	24-00581-00-SP

Consultant / Subconsultant Name	Job Number
MSA Professional Services, Inc.	

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task 6 - Grading Plans			Task 7 - Lighting Plans and Details														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Project Manager	88.36	2	33.33%	29.45	2	50.00%	44.18												
Senior Project Engineer	63.75	4	66.67%	42.50	2	50.00%	31.88												
TOTALS		6.0	100%	$71.96	4.0	100%	$76.06	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

MCDOT Intersection Safety - Spring Grove Rd / Miller Rd Phase II 3/13/2026

Exhibit E - Workhour Summary

		HDR	Accurate Group	Ames	GHA	MSA	Total by Task
Task 01	**Supplemental Surveys and ROW**	**24**	**0**	**0**	**133**	**0**	**157**
01.1	Horizontal and Vertical Control	2			12		14
01.2	Supplemental Topographic Survey	6			100		106
01.3	Right of Way	16			21		37
Task 02	**Utility Coordination**	**60**	**20**	**8**	**0**	**0**	**88**
02.1	Subsurface Utility Engineering (SUE)	4	20				24
02.2	Utility Base Mapping	16					16
02.3	Conflict Identification	20					20
02.4	Relocation Assistance	20		8			28
Task 03	**Special Waste Evaluation**	**34**	**0**	**0**	**0**	**0**	**34**
03.1	PESA Update	24					24
03.2	LPC-662 Form	10					10
Task 04	**Roadway Plans**	**1351**	**0**	**114**	**0**	**34**	**1499**
04.1	Roadway Plans Subtotal - See Roadway Summary Sheet	1264		80		22	1366
04.2	Lighting Design	7		34			41
04.3	Pavement Design	28					28
04.4	Transportation Management Plan (TMP)	52				12	64
Task 05	**Quantity Calculations**	**95**	**0**	**0**	**0**	**0**	**95**
05.1	Calculations for 4 submittals per Task 8	95					95
Task 06	**Specifications and Special Provisions**	**76**	**0**	**14**	**0**	**0**	**90**
06.1	Special provisions	40		14			54
06.2	Assemble special provision package	36					36
Task 07	**Construction Estimate of Cost and Estimate of Time**	**72**	**0**	**8**	**0**	**0**	**80**
07.1	Estimate of Cost	50		8			58
07.2	Schedule	10					10
07.3	Estimate of Time	12					12
Task 08	**PS&E Submittals**	**300**	**0**	**0**	**0**	**0**	**300**
08.1	4 Submittals (Prelim, Prefinal, Final, & Central Office)	180					180
08.2	Disposition of Comments	70					70
08.3	Grading Surface Model	50					50
Task 09	**Permitting and Environmental Coordination**	**78**	**0**	**0**	**0**	**0**	**78**
09.1	Wetland Permit Assistance	12					12
09.2	Stormwater Management Permit Application	24					24
09.3	McHenry-Lake Soil and Water Conservation District Review	16					16
09.4	NPDES Permit (SWPPP, NOI, and Erosion/Sed Control)	16					16
09.5	ESR Updates	10					10
Task 10	**Phase III Activities**	**52**	**0**	**32**	**0**	**0**	**84**
10.1	Request for Information/Bidding Questions	48		16			64
10.2	Shop Drawing Review	4		16			20
Task 11	**Plat of Highways**	**26**	**0**	**0**	**219**	**0**	**245**
11.1	Title Commitments	4			10		14
11.2	ROW Document Research	4			10		14
11.3	Boundary Survey and Analysis	4			50		54
11.4	Legal Descriptions	6			10		16
11.5	Plat of Highways	6			105		111
11.6	Individual Plats	2			34		36

MCDOT Intersection Safety - Spring Grove Rd / Miller Rd Phase II 3/13/2026

Exhibit E - Workhour Summary

		HDR	Accurate Group	Ames	GHA	MSA	Total by Task
Task 12	**Meetings and Coordination**	**173**	**0**	**0**	**0**	**0**	**173**
12.1	MCDOT kickoff (1)	16					16
12.2	IDOT kickoff (1)	13					13
12.3	Field Meeting / Plan in hand w/ MCDOT (1 for 3 staff)	35					35
12.4	P&D meeting (1)	14					14
12.5	Pre-con w/ MLSWCD (1)	14					14
12.6	IDOT Detour Meeting (1)	14					14
12.7	IDOT Pre-con meeting (1)	14					14
12.8	4 property owner meetings (no attendance)	19					19
12.9	MCDOT "monthly" meetings (6 @ 1/2 hr ea. for 2 staff)	21					21
12.10	MCODT Plan review meeting (1 @ 2 hrs ea for 3 staff)	13					13
Task 13	**Project Administration and Management**	**174**	**2**	**8**	**23**	**44**	**251**
13.1	Project Setup	12	2	2	17	2	35
13.2	Monthly Invoice / Reporting	66		6	6	10	88
13.3	Project Coordination - emails, calls, etc. w/ LPA	42				32	74
13.4	Project Website	40					40
13.5	Project Schedule Monitoring - quarterly updates	14					14
Task 14	**Quality Assurance/Quality Control**	**240**	**7**	**7**	**42**	**0**	**296**
14.1	Review for 4 submittals	240	7	7	42		296
	Total by Firm	**2755**	**29**	**191**	**417**	**78**	**3470**

MCDOT Intersection Safety - Spring Grove Rd / Miller Rd Phase II 3/13/2026

Exhibit E - Workhour Summary

	HDR	Accurate Group	Ames	GHA	MSA	Total by Task

MCDOT Intersection Safety - Spring Grove Rd / Miller Rd Phase II 3/13/2026

Exhibit E - Roadway Sheet Summary

Task 04	Roadway Plans	Total Hours	# of Sheets	Hrs / Sheet	Notes
04.1	Cover Sheet	8	1	8	
04.2	Index of Sheets, Highway Standards and Commitments, General Notes	16	2	8	
04.3	Summary of Quantities	30	2	15	
04.4	Schedule of Quantities	30	2	15	
04.5	Typical Sections	24	2	12	
04.6	Alignment, Ties and Benchmarks	32	3	11	10 alignments
04.7	Removal Plan	36	3	12	
04.8	Plan and Profile Sheets	312	13	24	3 plan + 10 profiles
04.9	Drainage and Utility Plan and Profile	188	4	47	188 hours includes 100 hrs for hydraulic design
04.10	Detour Plan and Notes	32	2	16	
04.11	Stormwater Pollution Prevention Plan and Notes	16	1	16	
04.12	Soil Erosion and Sediment Control Plan and Details	48	3	16	
04.13	Plat of Highways	3	6	1	
04.14	Pavement Marking and Signing Plans	66	3	22	
04.15	Drainage Facilities Grading Plan	66	3	22	
04.16	Intersection Grading Plan	72	3	24	
04.17	Landscaping Plan	24	2	12	
04.18	Lighting Plan	87	3	29	
04.19	Detail Sheets	72	6	12	Assumed 10 details
04.20	IDOT District 1 Details	24	10	2	
04.21	Cross Sections - Rdwy every 50 ft, field entrances, & driveways	180	30	6	60 cross sections at 2 Xsec / sheet
	Subtotal	**1366**	**104**		

R E S O L U T I O N

Resolution to Approve Adopt-A-Highway Group Agreement (T58-04) (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**
Brown Bear Marengo	Maple Street from James Court to Ratfield Road

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 21st day of April, 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: April 21, 2026
Department: Division of Transportation
Prepared By: Hans Varga

RESOLUTION

SUBJECT: Resolution to Approve Adopt-A-Highway Group Agreement (T58-04) (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:

Brown Bear Marengo – Maple Street from James Court to Ratfield Road

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	Elizabeth Tevis	Phone Number	815·596·0009
Street Address	205 Lindow Lane		
City, State, Zip	Marengo, IL, 60152		
E-Mail	Ltevis@brownbeardaycare.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:

The center will participate in Adopt-A-Highway program & complete @ least four highway clen up events each year. through this effort, the center will maintain it's highway section & Actively support the community.

Lettering to appear on Adopt-A-Highway Sign – *Websites & phone numbers are not allowed*

B	R	O	W	N		B	E	A	R			
M	A	R	E	N	G	O						

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	T58-04	Road Name	Maple Street
From	James Court	To	Ratfield Road	

Does the group have financial interest in property along this section of County Highway? ☐ yes ☒ no

SECOND CHOICE	Section Number	A49-05	Road Name	Harmony road
From	IL Route 23	To	Maple Street	

Does the group have financial interest in property along this section of County Highway? ☐ yes ☒ no

Signature of Group Coordinator _____ Date 2/16/2026

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

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.