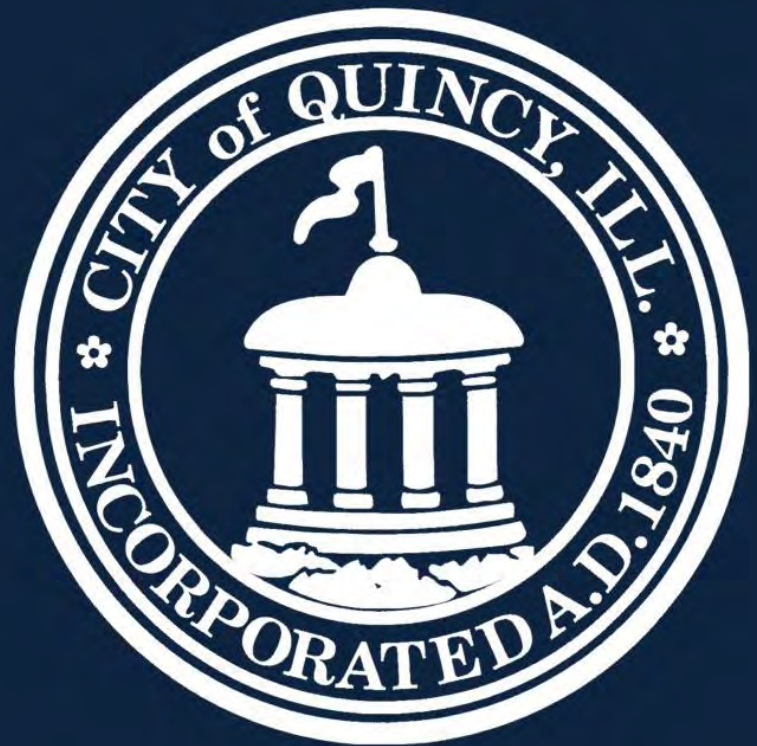


# Council Meeting for December 13, 2021



# CITY COUNCIL AGENDA

December 13, 2021

Final Agenda

AMENDED

7:00 P.M.

**Note: All items presented are subject to final action.**

## PUBLIC FORUM

## TOWN BUSINESS

### Registered Requests to Speak

#### Report Of The Quincy Township Supervisor For General Assistance For The Month Of November, 2021

#### Report Of Town Auditing Committee

## PETITIONS

- Ward 3** By Steven Mock, on behalf of Quincy-Cullinan, LLC, requesting a subdivision (dividing one lot into two) for property commonly known as 3237-3424 Quincy Mall under the small tracts provision of the subdivision ordinance, presently zoned C3.
- Ward 4** By Houndstooth Holdings LLC requesting a Special Permit for Planned Development to obtain a liquor license as a means to serve alcohol and operate video gaming machines at 2634-2638 Broadway Street, presently zoned C1B.
- Ward 7** By the Alibi Bar requesting a Special Permit to operate as a night club with hours of operation as permitted by ordinance at 500 York Street, presently zoned D2.
- Ward 7** An application for Revocable Permit for Encroachment of City Right-of-Way from Ilija Cucuk, owner of Tiramisu Restaurant located at 131 North 4th St. requesting permission to attach a temporary vestibule to the exterior of the building during the winter months. The enclosure will encroach on the City-owned sidewalk. The Director of Utilities and Engineering presents this request subject to six conditions.
- Ward 7** An application for Revocable Permit for Encroachment of City right-of-way from Rob Gengenbacher, owner of Glass One requesting permission to install an overhead sign on property located at 600 Jersey Street. The Director of Utilities and Engineering presents this request subject to four conditions.

## REPORT OF THE FIRE AND POLICE COMMISSIONERS

Reappointment of Chief Copley as Chief of the Quincy Police Department for a three year term pursuant to Section 9.002(2) of the Municipal Code.

## RESOLUTIONS

Mayor and the Human Resource Manager recommending approval of Anniversary and Retirement criteria to commence service to city employees and retirees.

Aeronautics Committee, Comptroller, and Airport Director recommending approval of the Quincy Regional Airport's ARPA grant for \$1,049,449.

Aeronautics Committee and Airport Director recommending approval of a cooperative services agreement with the USDA to provide wildlife management for \$15,500 which is reimbursable through COVID relief funds.

Aeronautics Committee and the Airport Director recommending approval of a contract with Veregy, Chesterfield, MO, to design and construct a solar array at Quincy Regional Airport for \$1,427,744.

Aeronautics Committee and the Airport Director recommending approval of a contract with Balance Solar LLC, Lincolnshire, Illinois to own, maintain, and insure the proposed solar array at Quincy Regional Airport for a term of six years.

## **ORDINANCES**

### **Second presentation of an Ordinance entitled:**

- Ward 7** An Ordinance Amending Title VII (Traffic Code) Of Chapter 82 (No Parking Zones) Of The Municipal Code Of The City Of Quincy Of 2015 (No Parking York St. from 6<sup>th</sup> - 7<sup>th</sup> St.).
- Ward 3** An Ordinance Amending Title VII (Traffic Code) Of Chapter 81 (Speed Limits) Of The Municipal Code Of The City Of Quincy Of 2015 (Speed Reduction on Crestview Drive).
- Ward 2** An Ordinance Amending Ordinance No. 20-01 (Amending Special Permit For Planned Development 2040 Cherry Street).

### **First Presentation of an Ordinance entitled:**

An Ordinance Amending Chapter 40 (Boards And Commissions) Of The Municipal Code Of The City Of Quincy (2015). (Add Washington Theater Redevelopment Commission.)

## **REPORT OF FINANCE**

**TOWN BOARD OF QUINCY**

**December 13, 2021**

**AGENDA**

7:00p.m

- 1) Roll Call
- 2) Permission to excuse absent aldermen
- 3) Registered Requests to speak
- 4) Approval of previous meetings minutes
- 5) Report of The Quincy Township Supervisor For General Assistance For The month of November.
- 6) Report of the town auditing committee for December, 2021
- 7) Trustee Comments
- 8) Adjourn

Report of the Quincy Township Supervisor for General Assistance for the month of November, 2021

**DISBURSEMENTS**

Relief orders were issued to 14 cases containing 14 individuals at an average grant per case of \$325.00 \$ 4,550.00

**CASH ACCOUNT**

Balance November 1, 2021  
GA Checking \$ 1,563.02  
GA Money Market 75,394.25  
Interest 6.20  
Total \$ 76,963.47

Obligations paid during the month \$ 4,752.63  
Balance November 30, 2021 \$ 72,210.84

Cindy Brink

Supervisor Quincy Township

We the undersigned auditing committee to which were referred the above bills respectfully report it has examined same and recommend their payment.

\_\_\_\_\_ Bauer Chairman

\_\_\_\_\_ Bergman

\_\_\_\_\_ Uzelac

Quincy Township Bill payments for December 2021

<u>Vendor</u>	<u>Amount</u>
Adams	385.04
Alarm Systems	47.50
Ameren Illinois	182.08
Chris Stegner	438.00
CIAO Dues Assessor	50.00
City of Quincy Self Insurance	42.63
Digital Copy Systems	37.05
Illinois School Supply Assessor	509.21
Illinois School Supply Supervisor	182.50
Josh Ayres	50.00
Kirk Rodemich Field work	2,780.00
Marco Assessor	41.50
O'Donnell's	56.00
Pictometry (Assessor CAMA system) final payment	67,500.00
Salisbury and Associates Inc	<u>758.34</u>
Total	73,059.85

Committee:

\_\_\_\_\_ Bauer Chairman  
\_\_\_\_\_ Bergman  
\_\_\_\_\_ Uzelac



City of Quincy  
Department of Utilities & Engineering

To: Alderman Jack Holtschlag, Alderman Ben Uzelac  
Cc: Mayor and City Council, Laura Oakman, Jeff Mays, Chuck Bevelheimer  
From: Jeffrey Conte, Director of Utilities & Engineering  
Date: December 13, 2021  
Subject: Revocable Permit Request for Encroachment of City Right-of-Way

Aldermen Holtschlag and Uzelac,

The Department of Utilities and Engineering has received an application for Revocable Permit for Encroachment of City Right-of-Way from Ilija Cucuk, owner of Tiramisu Restaurant located at 131 North 4th Street. The petitioner is requesting permission to attach a temporary vestibule to the exterior of the building during the winter months. The enclosure will encroach on the City-owned sidewalk.

The Director of Utilities and Engineering presents this request subject to the following conditions:

1. Petitioner is to take full responsibility and liability for the design, installation and maintenance of the enclosure.
2. The Engineering Department shall be notified to inspect and approve the structure upon completion.
3. Placement of the enclosure must allow a minimum 5 ft. walking path on the existing sidewalk.
4. The enclosure can be no larger than 15 ft wide and 4 ft. deep.
5. Petitioner will assume full responsibility for any damages to City infrastructure caused by the installation and maintenance of the structure.
6. All pertinent City Permits must be obtained from the Department of Planning and Development before proceeding.

Please review this information and let me know if you have any questions.

Thank you,

Jeffrey Conte, P.E.  
Director of Utilities & Engineering



City of Quincy  
Department of Utilities & Engineering

To: Alderman Jack Holtschlag, Alderman Ben Uzelac  
Cc: Mayor and City Council, Laura Oakman, Jeff Mays, Chuck Bevelheimer  
From: Jeffrey Conte, Director of Utilities & Engineering  
Date: December 13, 2021  
Subject: Revocable Permit Request for Encroachment of City Right-of-Way

Aldermen Holtschlag and Uzelac,

The Department of Utilities and Engineering has received an application for Revocable Permit for Encroachment of City right-of-way from Rob Gengenbacher, owner of Glass One. Mr. Gengenbacher is requesting permission to install an overhead sign on property located at 600 Jersey Street.

The Director of Utilities and Engineering presents this request subject to following conditions:

1. The overhead light must not be larger than 3 feet tall by 5 feet wide.
2. The sign must be located at least 10 feet above the sidewalk and structurally sound.
3. The sign must be properly lit according to City Code.
4. Proper permits must be obtained from the Department of Planning and Development prior to the installation of the sign.

Please review this information and let me know if you have any questions. Thank you.



# CITY OF QUINCY



## BOARD OF FIRE AND POLICE COMMISSIONERS

730 MAINE ST. – SUITE 123  
QUINCY, ILLINOIS 62301-4056

TO: Mayor Michael A. Troup  
Chief Robert Copley  
Members of the Quincy City Council  
Jeffrey Mays, Director of Administrative Services  
Carrie Potter, HR Manager

FROM: Board of Fire and Police Commissioners


RE: Reappointment of Police Chief


DATE: December 8, 2021

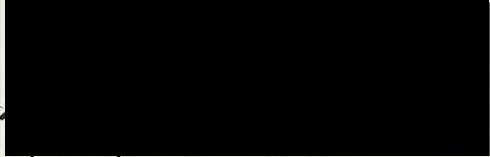
As you know, Police Chief Rob Copley will be completing his three year term as Quincy's Police Chief at the end of the fiscal year. Pursuant to the Quincy Municipal Code Paragraph 38.02, we are hereby notifying you of our intent to renew Chief Copley's appointment for three years as Chief of the Quincy Police Department.

We believe Chief Copley has done an excellent job in the performance of his duties, and in his direction of the Quincy Police Department.

Thank you for your attention and cooperation in this regard.

  
Barry Cheyne, Chairman

  
Steve Meckes, Commissioner

  
Kerry Anders, Commissioner

## **ANNIVERSARY/RETIREMENT RESOLUTION**

**WHEREAS**, City of Quincy offers recognition for incremental years of service during an employee's employment and at retirement; and,

**WHEREAS**, anniversaries are recognized at 1, 5, 10, 15, 20, 25, and 30 + (and any additional increments of 5 years). Gift certificates from a local organization for these amounts would be \$10 for year 1, \$25 for year 5, \$50 for year 10, and the amount will increase by \$25 increments for each addition 5 year mark; and,

**WHEREAS**, for 5 years of service anniversaries and above the Mayor will recognize the employee for their service and ask if the employee would like to be recognized at an upcoming City Council Meeting; and,

**WHEREAS**, as of January 1, 2022, either of the qualifications below must be met to be considered a retiree of the City and eligible for the retiree life insurance policy:

- 10 years of service with the City of Quincy (resigning/retiring in good standing with a 2 week notice), eligible for IMRF pension and at least 55 years of age
- 20 years of service with the City of Quincy (resigning/retiring in good standing with a 2 week notice), eligible for a Police or Fire pension and at least 50 years of age; and,

**WHEREAS**, retirements are recognized at a minimum of 10 continuous years with the City. A retirement gift certificate from a local organization along with a letter from the Mayor along with a letter thanking the employee for their service and ask if the employee would like to be recognized at an upcoming City Council Meeting; and,

**WHEREAS**, 10-19 years of service at retirement will receive \$100 gift certificate, 20-24 years a \$150 gift certificate, 25-29 a \$200 gift certificate, and 30+ years a \$250 gift certificate; now,

**THEREFORE BE IT RESOLVED**, that the Mayor's office and the Human Resource Department recommends that the Anniversary and Retirement criteria as outlined to be enacted to commence service to our employees and retirees.



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Great Lakes Region  
Illinois, Indiana, Wisconsin

FAA AGL-600  
2300 Devon Ave  
Des Plaines, IL 60018

## Airport Rescue Grant Transmittal Letter

November 18, 2021

Mr. Michael A Troup  
Mayor  
City of Quincy, IL  
Quincy Regional Airport  
1645 HWY 104  
Quincy, IL 62305

Dear Mr. Troup:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-17-0085-047-2022 for Quincy Regional-Baldwin Field Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **December 23, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

***Deb Bartell***

[Deb Bartell \(Nov 18, 2021 12:07 CST\)](#)

Deb Bartell  
Manager, Chicago Airports District Office



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**AIRPORT RESCUE GRANT**

**GRANT AGREEMENT**

**Part I - Offer**

Federal Award Offer Date November 18, 2021

Airport/Planning Area Quincy Regional-Baldwin Field Airport

Airport Rescue Grant No. 3-17-0085-047-2022

Unique Entity Identifier 787571918

TO: City of Quincy  
(herein called the "Sponsor")

**FROM: The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated August 16, 2021, for a grant of Federal funds at or associated with the Quincy Regional-Baldwin Field Airport, which is included as part of this Airport Rescue Grant Agreement;

**WHEREAS**, the Sponsor has accepted the terms of FAA’s Airport Rescue Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Quincy Regional-Baldwin Field Airport, (herein called the “Grant” or “Airport Rescue Grant”) consisting of the following:

**WHEREAS**, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ( “ARP Act”, or “the Act”), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

**WHEREAS**, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport’s operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Quincy Regional-Baldwin Field incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

**NOW THEREFORE**, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,049,449, allocated as follows:
  - \$1,049,449 ARPA KV2022
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
  - a. The Period of Performance:
    1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
  - b. The Budget Period:
    1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
  - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before December 23, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

**11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

**16. Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or



3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

**18. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

**19. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
  1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  2. Procure a commercial sex act during the period of time that the award is in effect; or
  3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
  2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –
    - A. Associated with performance under this Airport Rescue Grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
  - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

## **20. Employee Protection from Reprisal.**

- a. Prohibition of Reprisals —
  - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
    - a. Gross mismanagement of a Federal grant;
    - b. Gross waste of Federal funds;
    - c. An abuse of authority relating to implementation or use of Federal funds;
    - d. A substantial and specific danger to public health or safety; or
    - e. A violation of law, rule, or regulation related to a Federal grant.
  - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
    - a. A member of Congress or a representative of a committee of Congress;
    - b. An Inspector General;
    - c. The Government Accountability Office;
    - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
    - e. A court or grand jury;
    - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
    - g. An authorized official of the Department of Justice or other law enforcement agency.
  - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
  6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
  22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

## SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

### CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
  - a. Will be maintained and used at the airport for which they were purchased; and
  - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

### CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States’ share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
  - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated November 18, 2021

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Deb Bartell*

[Deb Bartell \(Nov 18, 2021 12:07 CST\)](#)

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*(Signature)*

Deb Bartell

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*(Typed Name)*

Manager, Chicago ADO

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*(Title of FAA Official)*

## Part II - Acceptance

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The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. <sup>1</sup>

Dated

City of Quincy

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Designative Official/Representative)*

**By:**

\_\_\_\_\_  
*(Type Name of Sponsor's Designative Official/Representative)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Designative Official/Representative)*

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Illinois. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at \_\_\_\_\_

**By:**

\_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

## AIRPORT RESCUE GRANT ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 (“ARP Act,” or “the Act”), Public Law 117-2. As used herein, the term “public agency sponsor” means a public agency with control of a public-use airport; the term “private sponsor” means a private owner of a public-use airport; and the term “sponsor” includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

#### B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

#### **FEDERAL LEGISLATION**

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- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. 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).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.



- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>3,4</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.<sup>1</sup>
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).<sup>1</sup>
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

## **FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B**

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<sup>1</sup>These laws do not apply to airport planning sponsors.

<sup>2</sup>These laws do not apply to private sponsors.

<sup>3</sup>Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>4</sup>Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

### **1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

**4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

**5. Consistency with Local Plans.**

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**6. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

**7. Consultation with Users.**

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**8. Pavement Preventative Maintenance.**

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**9. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**10. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**11. Veteran's Preference.**

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**12. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

### **13. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

### **14. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

### **15. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

### **16. Airport Revenues.**

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

#### **17. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **18. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

#### **19. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## 20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other 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.
- c. Duration
 

The sponsor agrees that it is obligated to this assurance 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 sponsor, or any transferee for the longer of the following periods:

  - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **City of Quincy**, 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 for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession 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.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses 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 sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, 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, grant, or program.
  - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, 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.
  - D. It 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.

**21. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.



**22. Policies, Standards and Specifications.**

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of August 16, 2021.

**23. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**24. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 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 1936 (31 U.S.C. 3801).

**25. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

## **Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects**

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars](http://www.faa.gov/regulations_policies/advisory_circulars)

**RESOLUTION**

**WHEREAS**, the City of Quincy is the owner and operator of the Quincy Regional Airport; and

**WHEREAS**, the American Rescue Plan Act of 2021 (ARPA), signed into law March 11, 2021 includes \$8 billion in funds to be awarded as economic relief to eligible U.S. airports affected by the COVID-19 pandemic; and

**WHEREAS**, the Quincy Regional Airport has been awarded \$1,049,449 under ARPA for direct airport relief; and

**WHEREAS**, the City of Quincy wishes to enter into an agreement with the Federal Aviation Administration to accept and execute a grant for said funds; and

**WHEREAS**, the funds will be used to cover operating and payroll expenses; and

**WHEREAS**, the funds will be dispersed to the City on a reimbursement basis;  
and

**WHEREAS**, this grant is 100% funded by ARPA and requires no local match;  
now

**THEREFORE, BE IT RESOLVED**, the Aeronautics Committee, Comptroller, and Airport Director recommend to the Mayor and City Council authorization to accept and execute the Quincy Regional Airport's ARPA grant and all other agreements and documentation required for its administration.

Sandra Shore  
Airport Director  
December 13, 2021

**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**QUINCY REGIONAL AIRPORT (UIN)**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1 – PURPOSE**

The purpose of this Cooperative Service Agreement is to provide operational wildlife hazard management at UIN to reduce wildlife/aircraft strikes which may create hazards to aircraft and pose a threat to human safety. APHIS WS will also provide on-site training as well as technical advice on the implementation of the Wildlife Hazard Management Plan that has been developed for the Airport.

**ARTICLE 2 – AUTHORITY**

APHIS WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

**ARTICLE 3 - MUTUAL RESPONSIBILITIES**

APHIS WS and UIN mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

UIN  
Sandra Shore, Airport Director  
1645 Highway 104  
Quincy, IL 62305  
(217) 885-3285 EXT: 8 (office)

APHIS WS  
Scott Beckerman, State Director  
USDA, APHIS, WS  
3430 Constitution Drive  
Suite 121  
Springfield, Illinois 62711  
(217) 241-5726 (office)  
(217) 241-6702 (fax)

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be the Airport Director or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the Airport Director, and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

#### **ARTICLE 4 - COOPERATOR RESPONSIBILITIES**

Cooperator agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with wildlife/aircraft collisions. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by UIN. UIN will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). MVN will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The UIN ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the UIN authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program including supervision of APHIS WS personnel and APHIS WS activities.
6. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to all media requests related to APHIS WS.
8. To obtain the appropriate permits for removal activities for all species causing a threat to aviation safety, and list USDA, APHIS, Wildlife Services as subpermittees.
9. To permit APHIS WS operational access on UIN assigned radio frequencies for communication with FAA Air Traffic Control and UIN operations staff with the following conditions:
  - APHIS WS may use agency radio equipment to satisfy cooperative operational requirements
  - APHIS WS will follow proper radio procedures at all times
  - APHIS WS will operate within the radio frequency assignment parameters

## **ARTICLE 5 – APHIS WS RESPONSIBILITIES**

APHIS WS Agrees:

1. To conduct activities at UIN as described in the Work and Financial Plans.
2. Designate to UIN the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill UIN quarterly for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and UIN shall have the right to inspect and audit such records.
4. To coordinate with UIN before responding to all media requests involving UIN.

## **ARTICLE 6 – CONTINGENCY STATEMENT**

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

## **ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE**

Nothing in this agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

## **ARTICLE 8 – CONGRESSIONAL RESTRICTIONS**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

## **ARTICLE 9 – LAWS AND REGULATIONS**

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

## **ARTICLE 10 – LIABILITY**

APHIS WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

## **ARTICLE 11 – NON-DISCRIMINATION CLAUSE**

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

## **ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS**

This agreement shall become effective on December 1, 2021 and shall continue through March 31, 2023. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

UIN's Tax ID No.: 37-0600378

APHIS WS's Tax ID: 41-0696271

**QUINCY REGIONAL AIRPORT:**

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Michael A Troup, Mayor, City of Quincy  
730 Maine St.  
Quincy, IL 62301  
(217) 228-4545

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Date

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES**

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Scott Beckerman State Director  
USDA, APHIS, WS  
3430 Constitution Dr.  
Suite 121  
Springfield, IL 62711  
(217) 241-5726 (office)  
(217) 241-6702 (fax)

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Date



## WORK PLAN

In accordance with the Cooperative Service Agreement between UIN and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

### **Program Objective**

The purpose of this agreement is for APHIS WS to provide integrated wildlife damage management technical assistance, continual monitoring, training, and operational wildlife control at UIN to compliment wildlife hazard management activities conducted routinely by airport personnel. These activities will be provided by APHIS WS staff and overseen by a FAA Qualified Wildlife Biologist. The activities are intended to minimize threats to Aviation and Human Health and Safety caused by bird/wildlife interaction with aircraft movements. Assistance for 'urban rodents' as defined in WS Directive 2.345 is not being provided.

### **Plan of Action**

APHIS WS agrees to provide wildlife management services to include: a continual monitoring program for wildlife hazards (per recommended protocol in FAA-Advisory Circular 150/5200-38 and FAA Great Lakes Region guidance) at UIN to evaluate and make integrated wildlife damage management technical assistance recommendations for preventing and/or reducing long term conflicts caused by wildlife, conducting monthly avian surveys and quarterly mammalian surveys, implement operational control (as approved by UIN) to dissuade/remove problem wildlife from the airport, provide UIN an annual report describing the activities and accomplishments in reducing wildlife hazards, per AC 150/5200-38 Continuous Monitoring guidelines and FAA Great Lakes Region guidance, and provide annual Wildlife Hazard Management Training to airport personnel as required by FAA-Advisory Circular 150/5200-36. APHIS WS will provide equipment and supplies to the airport, as available, as well as technical assistance to aid in long term wildlife hazard management at the airport. Wildlife causing conflicts may be euthanized if determined necessary.

### **Effective Dates:**

The agreement shall become effective on December 1, 2021 and shall expire on March 31, 2023.

## FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$9,519
Travel		\$1,290
Vehicles (Fuel)		\$996
Other Services		
Supplies and Materials		\$385
Equipment		
Subtotal (Direct Charges)		\$12,190
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$1,341
Indirect Costs	16.15%	\$1,969
Agreement Total		\$15,500
<p>The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$15,500            APHIS WS staff may be compensated at regular time, night-time-differential, and/or overtime pay rates in accordance with programmatic Directives to accomplish the purpose of this Agreement.</p>		

Financial Point of Contact/Billing Address:

UIN

Sandra Shore  
 Airport Director  
 1645 Highway 104  
 Quincy, IL 62305  
 (217) 885-3285 EXT:8  
 sshore@quincyl.gov

APHIS WS:

Jessica Little, Budget Analyst  
 USDA WS  
 3430 Constitution Drive, Suite 121  
 Springfield, IL 62711  
 (217) 241-5728  
 jessica.l.little@usda.gov

## RESOLUTION

**WHEREAS**, the City of Quincy is the owner and operator of the Quincy Regional Airport; and

**WHEREAS**, Federal Aviation Administration Part 139 safety regulation requires the airport to maintain an active Wildlife Hazard Management Plan to mitigate and deter wildlife that may threaten the safety of aircraft; and

**WHEREAS**, the City of Quincy wishes to enter into an agreement with the United States Department of Agriculture to provide continual wildlife assessment, active control, permit management, and annual training required by the FAA; and

**WHEREAS**, the agreement would waive the airport's need to do a Wildlife Hazard Assessment every five years; and

**WHEREAS**, USDA performs these same services at several airports across the state and has become standard in the FAA Great Lakes Region; and

**WHEREAS**, a continuing monitoring agreement was recommended during the airport's annual FAA Part 139 safety inspection; and

**WHEREAS**, the term of the agreement is one year; and

**WHEREAS**, the total cost of the agreement is \$15,500; and

**WHEREAS**, the contract cost is fully reimbursable through COVID relief funds; and

**WHEREAS**, the Aeronautics Committee and the Airport Director are requesting to waive the normal bidding requirements of Section 44.045 of the City Code of the City of Quincy and approve the agreement with USDA; now

**THEREFORE, BE IT RESOLVED**, the Aeronautics Committee and Airport Director recommend to the Mayor and City Council authorization to accept and execute a cooperative services agreement with the USDA to provide wildlife management.

Sandra Shore  
Airport Director  
December 13, 2021



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*Sandra Shore*  
*Airport Director*

## MEMORANDUM

To: City Council  
CC: Mayor, Aeronautics Committee, Aeronautics Chair Dave Bauer  
Re: Airport Solar Development  
Date: 11/30/2021

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This memo is to inform, and seek support from, the Council for a solar development at the airport the Aeronautics Committee has been looking in to and perusing for over two years. The airport is proud to be in a time where we are able to support the City by eliminating our usual general fund subsidy through our ongoing federal COVID-19 relief funds. However, it has always been our goal to permanently reduce our reliance on the general fund. While we are able to support ourselves, we hope to invest in several one-time projects that will reduce our operating costs and subsequently our future general fund subsidies. These projects include replacing the terminal roof, overhauling our HVAC, and this proposed solar development.

### THE PROJECT

The proposed project is a solar array on non-leased airport land providing power to the terminal. The terminal, built in 1969, has many inefficiencies and is by far the number one energy user at the airport. It accounts for an average of \$60,000 a year in utility costs which is 60% of our total electric budget. Any power made and not used at the terminal will be sold back to the grid at the wholesale price.

### CONTRACTS

This project will require two contracts. One with the engineering firm designing, building, and maintaining the system, and one with an investment company to take advantage of tax credits that the City would not otherwise be able to utilize.

- 1. Veregy Contract.** Veregy is the firm the airport has been working with to bring the project to where it is today. They have designed the project, paid application fees, and put down collateral all at their own risk and with no cost to the City. They have secured the solar credits on behalf of the airport and will administer the credits for the City. They have bid the project and they will oversee the construction of the project. They also provide a guarantee that once the contract is signed there will be no Veregy initiated change orders. When the airport takes over ownership of the array Veregy will provide all ongoing monitoring and maintenance for its useful life or for as long as the City would like to continue that service. Veregy also guarantees the City will save its project cost in the first 16 years, resulting in at least 14 warranty covered production years and over \$1.2M in additional savings after the project cost are covered.
- 2. Balance Solar Contract.** Balance solar is an investment firm investing in solar projects across the state. As a nontaxed entity the City cannot utilize Illinois' green energy tax incentives. Balance Solar will own, maintain, and insure the array for the first six years so they can take advantage of these incentives. In exchange they will pay 15% of the total project cost. The City takes over ownership at the end of the six year term.

## FUNDING

During internal discussion it was determined the best funding mechanism for this project would be to utilize capital funds. Financing options were considered, however by utilizing available capital funds the project savings are increased by approximately \$275,000. Additionally, the approximately \$400,000 terminal roof replacement previously slated for capital funds will now be paid for with airport funds. All solar credits will be directly allocated into the capital fund.

## RESULTS

This project is guaranteed to not lose the City money. It will immediately have a positive effect on the general fund and pave the way for potential revenue-producing solar projects. This project would clear several hurdles for a much larger land leased solar farm project. The farm land lease is the single highest revenue producer at the airport at \$120,000 a year. A potential solar farm land lease would generate twice as much revenue and result in huge reductions in the airport's general fund subsidy. We also believe this project could serve as a pilot project to identify whether larger City facilities would be good candidates for solar power.

Thank you for your time in considering our proposal and I look forward to discussing this project with all of you. If you have any questions regarding this proposal, or any other airport business, please feel free to reach out to me at [sshore@quincyl.gov](mailto:sshore@quincyl.gov) or on my cell at 217-577-9589.

# Quincy Regional Airport Solar Project



## Project Details Summary:

- Project Cost: ~\$1,427,744
- Balance Solar Savings: \$214,162
- IL SREC Incentives: \$372,394
- Total Net Cost to the City: \$841,188
- 41% of Project cost covered by Incentives and 3<sup>rd</sup> Party
- Total **Guaranteed** Savings: \$841,188 (First 16 years)
- Performance Guaranteed- No change orders!
- Panels have 30-year production warranty
- No Payment 1<sup>st</sup> year

## **\$1,276,500 Total Net Savings: Solar Only**

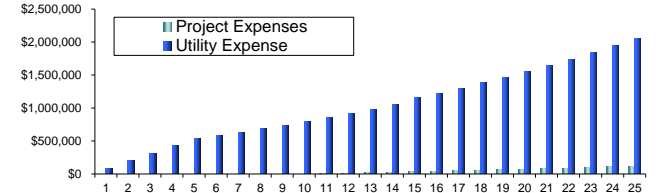
The airport plans to complete additional necessary and energy saving projects with PFC and Covid-19 relief funding which includes replacing the terminal roof and overhauling the HVAC converting to natural gas.

Additional Savings	
Additional Airport Funded Projects	30 Year Financial Impact
Roof replacement & HVAC overhaul	Est. Utility Savings: \$394,201
	Est. Operational Savings: \$970,470

**TOTAL POTENTIAL SAVINGS WITH ADDITIONAL AIRPORT PROJECTS: \$2,641,171**

**Quincy Regional Airport  
Energy Conservation Project**

<sup>3</sup> Total Project Cost	<u>\$1,213,582</u>
Financed Investment Cost:	<u>\$1,213,582</u>
<sup>2</sup> Total Savings Over 30 Yr Term:	<u>\$2,680,232</u>
Projected Savings Over 20 yr period:	<u>\$1,552,644</u>
<b>Total 30 Yr Term Net Cash Flow:</b>	<b><u>\$2,514,414</u></b>



**Cash Flow Summary (30-Year)**

Term Period	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Calendar Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
<sup>4</sup> Annual Utility Savings	\$37,306	\$39,014	\$40,800	\$42,668	\$44,622	\$46,665	\$48,802	\$51,038	\$53,375	\$55,821	\$58,378	\$61,053	\$63,850	\$66,777	\$69,837
Solar Renewable Energy Certificates	\$52,573	\$70,828	\$70,828	\$70,828	\$70,828	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,509
Operational Savings	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Annual Program Savings</b>	<b>\$89,879</b>	<b>\$109,842</b>	<b>\$111,628</b>	<b>\$113,496</b>	<b>\$115,450</b>	<b>\$46,665</b>	<b>\$48,802</b>	<b>\$51,038</b>	<b>\$53,375</b>	<b>\$55,821</b>	<b>\$58,378</b>	<b>\$61,053</b>	<b>\$63,850</b>	<b>\$66,777</b>	<b>\$106,346</b>
Annual Financed Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<sup>5</sup> Maintenance Contract (Full Service)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,491	\$6,654	\$6,820	\$6,990	\$7,165
<b>Total Proposed Annual Costs</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,491</b>	<b>\$6,654</b>	<b>\$6,820</b>	<b>\$6,990</b>	<b>\$7,165</b>
<b>Cumulative Cash Flow</b>	<b>\$89,879</b>	<b>\$199,721</b>	<b>\$311,349</b>	<b>\$424,845</b>	<b>\$540,294</b>	<b>\$586,959</b>	<b>\$635,762</b>	<b>\$686,799</b>	<b>\$740,175</b>	<b>\$795,995</b>	<b>\$847,882</b>	<b>\$902,281</b>	<b>\$959,311</b>	<b>\$1,019,097</b>	<b>\$1,118,278</b>
<b>Cumulative Project Costs</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,491</b>	<b>\$13,145</b>	<b>\$19,965</b>	<b>\$26,955</b>	<b>\$34,120</b>
<b>Cumulative Project Savings</b>	<b>\$89,879</b>	<b>\$199,721</b>	<b>\$311,349</b>	<b>\$424,845</b>	<b>\$540,294</b>	<b>\$586,959</b>	<b>\$635,762</b>	<b>\$686,799</b>	<b>\$740,175</b>	<b>\$795,995</b>	<b>\$854,373</b>	<b>\$915,426</b>	<b>\$979,276</b>	<b>\$1,046,053</b>	<b>\$1,152,399</b>

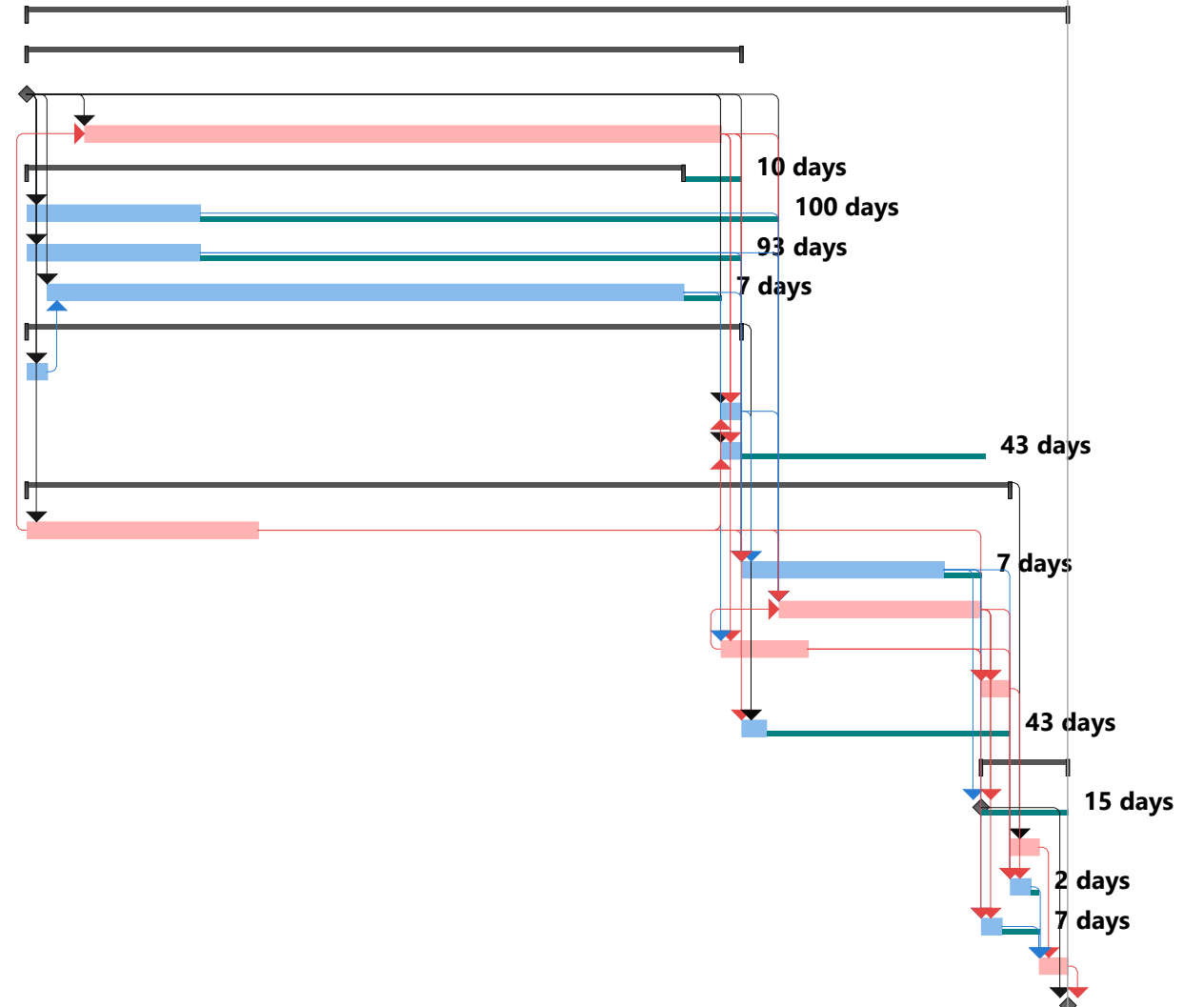
Term Period	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Calendar Year	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051
<sup>4</sup> Annual Utility Savings	\$73,038	\$76,386	\$79,888	\$83,551	\$87,382	\$91,389	\$95,580	\$99,964	\$104,550	\$109,346	\$114,363	\$119,610	\$125,099	\$130,840	\$136,846
Solar Renewable Energy Certificates	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operational Savings	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Annual Program Savings</b>	<b>\$73,038</b>	<b>\$76,386</b>	<b>\$79,888</b>	<b>\$83,551</b>	<b>\$87,382</b>	<b>\$91,389</b>	<b>\$95,580</b>	<b>\$99,964</b>	<b>\$104,550</b>	<b>\$109,346</b>	<b>\$114,363</b>	<b>\$119,610</b>	<b>\$125,099</b>	<b>\$130,840</b>	<b>\$136,846</b>
Annual Financed Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<sup>5</sup> Maintenance Contract (Full Service)	\$7,344	\$7,528	\$7,716	\$7,909	\$8,107	\$8,309	\$8,517	\$8,730	\$8,948	\$9,172	\$9,401	\$9,636	\$9,877	\$10,124	\$10,377
<b>Total Proposed Annual Costs</b>	<b>\$7,344</b>	<b>\$7,528</b>	<b>\$7,716</b>	<b>\$7,909</b>	<b>\$8,107</b>	<b>\$8,309</b>	<b>\$8,517</b>	<b>\$8,730</b>	<b>\$8,948</b>	<b>\$9,172</b>	<b>\$9,401</b>	<b>\$9,636</b>	<b>\$9,877</b>	<b>\$10,124</b>	<b>\$10,377</b>
<b>Cumulative Cash Flow</b>	<b>\$1,183,972</b>	<b>\$1,252,830</b>	<b>\$1,325,002</b>	<b>\$1,400,644</b>	<b>\$1,479,919</b>	<b>\$1,562,999</b>	<b>\$1,650,062</b>	<b>\$1,741,296</b>	<b>\$1,836,898</b>	<b>\$1,937,072</b>	<b>\$2,042,033</b>	<b>\$2,152,007</b>	<b>\$2,267,229</b>	<b>\$2,387,945</b>	<b>\$2,514,414</b>
<b>Cumulative Project Costs</b>	<b>\$41,465</b>	<b>\$48,993</b>	<b>\$56,709</b>	<b>\$64,618</b>	<b>\$72,725</b>	<b>\$81,034</b>	<b>\$89,551</b>	<b>\$98,281</b>	<b>\$107,230</b>	<b>\$116,402</b>	<b>\$125,803</b>	<b>\$135,439</b>	<b>\$145,317</b>	<b>\$155,441</b>	<b>\$165,818</b>
<b>Cumulative Project Savings</b>	<b>\$1,225,437</b>	<b>\$1,301,823</b>	<b>\$1,381,711</b>	<b>\$1,465,262</b>	<b>\$1,552,644</b>	<b>\$1,644,033</b>	<b>\$1,739,613</b>	<b>\$1,839,578</b>	<b>\$1,944,127</b>	<b>\$2,053,474</b>	<b>\$2,167,836</b>	<b>\$2,287,447</b>	<b>\$2,412,546</b>	<b>\$2,543,386</b>	<b>\$2,680,232</b>

**Notes:**

- 1 - CTS conservatively provides this cash flow. More savings can be realized if the installation is completed earlier.
- 2 - CTS uses Solar Panels that have a 30-Year power production guarantee from the manufacturer
- 3 - The total project cost is after a reduction of 15% due to Balance Solar sharing in tax benefits.
- 4 - CTS has used a conservative, annual electric inflation factor of 5% for electricity otherwise purchased from the electric utility provider
- 5 - CTS has accounted for normal maintenance for the Solar Asset in our financial analysis. The first 10 years will be funded by Balance Solar.



ID	Task Mode	Task Name	Duration	Late Start	Late Finish	Free Slack	Total Slack	Timeline												
								4th Quarter	Nov	Dec	1st Quarter			2nd Quarter			3rd Quarter			
								Oct			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
1	➔	<b>Quincy Airport - Solar</b>	<b>180 days</b>	<b>Fri 12/17/21</b>	<b>Thu 8/25/22</b>	<b>0 days</b>	<b>0 days</b>													
2	➔	<b>Adminstrative</b>	<b>123 days</b>	<b>Fri 12/17/21</b>	<b>Fri 8/5/22</b>	<b>0 days</b>	<b>0 days</b>													
3	➔	Contract Execution	0 days	Fri 12/17/21	Fri 12/17/21	0 days	0 days													
4	➔	FAA Approval & Permits	110 days	Fri 12/31/21	Thu 6/2/22	0 days	0 days													
5	➔	<b>Material Buy Outs</b>	<b>113 days</b>	<b>Fri 12/31/21</b>	<b>Thu 6/16/22</b>	<b>10 days</b>	<b>10 days</b>													
6	➔	Solar Modules	30 days	Fri 5/6/22	Thu 6/16/22	100 days	100 days													
7	➔	Solar Inverters	30 days	Fri 5/6/22	Thu 6/16/22	93 days	100 days													
8	➔	Racking	110 days	Fri 12/31/21	Thu 6/2/22	7 days	7 days													
9	➔	<b>Issue Subcontracts</b>	<b>123 days</b>	<b>Tue 12/28/21</b>	<b>Fri 8/5/22</b>	<b>0 days</b>	<b>7 days</b>													
10	➔	Geotechnical Engineering	3 days	Tue 12/28/21	Thu 12/30/21	0 days	7 days													
11	➔	Electrical Sub	3 days	Tue 6/14/22	Thu 6/16/22	0 days	7 days													
12	➔	Racking Sub	3 days	Wed 8/3/22	Fri 8/5/22	43 days	43 days													
13	➔	<b>Construction</b>	<b>170 days</b>	<b>Fri 12/17/21</b>	<b>Thu 8/11/22</b>	<b>0 days</b>	<b>0 days</b>													
14	➔	Engineering	40 days	Fri 12/17/21	Thu 2/10/22	0 days	0 days													
15	➔	A/C Install	35 days	Fri 6/17/22	Thu 8/4/22	7 days	7 days													
16	➔	D/C Install	35 days	Fri 6/17/22	Thu 8/4/22	0 days	0 days													
17	➔	Racking/Module Install	15 days	Fri 6/3/22	Thu 6/23/22	0 days	0 days													
18	➔	Monitoring	5 days	Fri 8/5/22	Thu 8/11/22	0 days	0 days													
19	➔	Landscaping	4 days	Mon 8/8/22	Thu 8/11/22	43 days	43 days													
20	➔	<b>Close-Out</b>	<b>15 days</b>	<b>Fri 8/12/22</b>	<b>Thu 8/25/22</b>	<b>0 days</b>	<b>0 days</b>													
21	➔	Energization of System	0 days	Thu 8/25/22	Thu 8/25/22	15 days	15 days													
22	➔	Punch List	5 days	Fri 8/12/22	Thu 8/18/22	0 days	0 days													
23	➔	Testing/Commissioning	3 days	Tue 8/16/22	Thu 8/18/22	2 days	2 days													
24	➔	Inspections/Sign-Offs	3 days	Tue 8/16/22	Thu 8/18/22	7 days	7 days													
25	➔	O&M Manuals	5 days	Fri 8/19/22	Thu 8/25/22	0 days	0 days													
26	➔	Final Completion	0 days	Thu 8/25/22	Thu 8/25/22	0 days	0 days													



Critical		Slack		Rolled Up Critical Split		Duration-only		External Tasks	
Critical Split		Slippage		Inactive Task		Manual Summary Rollup		External Milestone	
Task		Summary		Inactive Milestone		Manual Summary		Deadline	
Split		Project Summary		Inactive Summary		Start-only		Progress	
Milestone		Rolled Up Critical		Manual Task		Finish-only			



## **RESOLUTION**

**WHEREAS**, the City of Quincy is the owner and operator of the Quincy Regional Airport; and,

**WHEREAS**, one of the airport's largest operating expenditures is electricity; and

**WHEREAS**, the City of Quincy selected Veregy through a request for qualifications and entered into an agreement for energy consultation services with the company in December of 2020; and

**WHEREAS**, Veregy identified the airport as an optimal location for a solar array and applied for Solar Renewable Energy Credits on behalf of the airport; and

**WHEREAS**, the project was awarded said credits in July 2021; and

**WHEREAS**, self-generated solar power would greatly reduce the airport's utility costs and decrease its General Fund subsidy a guaranteed \$37,480 in the first year; and

**WHEREAS**, the City of Quincy wishes to enter into an agreement with Veregy to design, build, and maintain the solar array at the airport; and,

**WHEREAS**, the proposed contract does not allow for change orders; and

**WHEREAS**, the total contract cost will be \$1,427,744; and

**WHEREAS**, the proposed agreement with Balance Solar would cover \$214,162 of the total cost; and

**WHEREAS**, Illinois SREC incentives of \$372,394 would be paid to the City over the first five (years) and placed in the Capital Fund; and

**WHEREAS**, the total net cost to the city will be \$841,188; and,

**WHEREAS**, Veregy guarantees, in this contract, the City will save the total net cost in the first 16 years; and

**WHEREAS**, the projected savings to the general fund over the warrantied 30 year period is \$2,117,688

**WHEREAS**, the annual savings will be monitored and reported to City Council; and

**WHEREAS**, the development is proposed to be paid with capital funds; now

**THEREFORE, BE IT RESOLVED**, The Aeronautics Committee and the Airport Director recommend that the Mayor and the City Clerk be authorized and directed to execute and attest this contract with Veregy to design and construct a solar array at Quincy Regional Airport.

Sandra Shore  
Airport Director  
December 13, 2021

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**VEREGY  
AGREEMENT**

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CUSTOMER NAME:

**City of Quincy**

DATE OF SUBMISSION:

December , 2021

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**Note Regarding Modifications Made to this Agreement:** Provisions in the printed document that are not to be included in the agreement may be deleted by striking through the word, sentence or paragraph to be omitted. It is recommended that unwanted provisions not be made illegible. The parties should be clearly aware of the material deleted from the standard form. **Do not make any modifications to this Agreement unless approval to do so has been granted. Changes may be made only by deletion as explained above, or, by addendum.**

## ARTICLE 1

### GENERAL PROVISIONS

**1.1** This Agreement, including all Attachments, Exhibits, and Schedules referenced herein (hereinafter the "Agreement") dated December \_\_\_\_, 2021 (the "Effective Date") by and between Control Technology & Solutions, L.L.C., a Missouri limited liability company, and Veregy, LLC, all doing business as "Veregy" and collectively referred to herein as "Veregy," with a principal place of business at 16647 Chesterfield Grove Road, Suite 200, Chesterfield, MO 63005, and City of Quincy, an Illinois home rule municipal corporation ("CUSTOMER"), with a principal place of business at 700 Maine Street, Quincy, IL 62305 (collectively the "Parties").

**1.2** EXTENT OF AGREEMENT: This Agreement, including all attachments and exhibits hereto, represents the entire agreement between CUSTOMER and Veregy and supersedes all prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by written instrument signed by both CUSTOMER and Veregy. None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order issued by CUSTOMER, which relates to the subject matter of this Agreement.

**1.3** As used in this Agreement, the term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by Veregy to fulfill Veregy's obligations, as described in Attachment A and otherwise set forth in the Contract Documents. The Work may constitute the whole or a part of the Project. The Work specifically excludes certain design and construction, which are the subject of separate agreements between CUSTOMER and parties other than Veregy.

**1.4** The Project is the total construction of which the Work performed by VEREGY under this Agreement may be the whole or a part.

**1.5** The Contract Documents consist of this Agreement, its attachments, exhibits, schedules, and addenda.

**1.6** Installation Schedule means that schedule set out in Attachment B describing the Parties' intentions respecting the times by which the components or aspects of the Work therein set forth shall be installed and/or ready for acceptance or beneficial use by CUSTOMER.

## ARTICLE 2

### Veregy'S RESPONSIBILITIES

#### **2.1** Veregy Services

**2.1.1** Veregy shall be responsible for construction of the Project.

**2.1.2** Veregy will secure all permits necessary for the Work. CUSTOMER shall pay such proper and legal fees to public officers and others as may be necessary to the due and faithful performance of the Work and which may arise incidental to the fulfilling of these specifications.

#### **2.2** Responsibilities with Respect to the Work

**2.2.1** Veregy will provide construction supervision, inspection, labor, materials, tools, construction equipment and subcontracted items necessary for the execution and completion of the Work.

**2.2.2** Veregy shall keep the premises in an orderly fashion and free from unnecessary accumulation of waste materials or rubbish caused by its operations. If VEREGY damages property not needed for the Work, Veregy shall repair the property to its pre-existing condition unless CUSTOMER directs otherwise. At the completion of the Work, Veregy shall remove waste material supplied by VEREGY under this Agreement as well as all its tools, construction equipment, machinery and surplus material. VEREGY shall dispose of all waste materials or rubbish caused by its operations;

provided, that unless otherwise specifically agreed to in this Agreement, VEREGY shall not be responsible for disposal of toxic or hazardous materials removed from the facilities, such as fluorescent lights, potential polychlorinated biphenyl containing light ballasts and mercury-containing controls, but shall store those materials neatly at a location designated by CUSTOMER.

**2.2.3** Veregy shall give all notices and comply with all laws and ordinances legally enacted as of the date of execution of the Agreement governing the execution of the Work. Provided, however, that Veregy shall not be responsible nor liable for the violation of any code, law or ordinance caused by CUSTOMER or existing in CUSTOMER's property prior to the commencement of the Work.

**2.2.4** Veregy shall comply with all applicable federal, state and municipal laws and regulations that regulate the health and safety of its workers while providing the Work, and shall take such measures as required by those laws and regulations to prevent injury and accidents to other persons on, about or adjacent to the site of the Work, including, without limitation of all such laws, rules, and regulations of the Federal Aviation Administration and Transportation Security Administration. It is understood and agreed, however, that Veregy shall have no responsibility for elimination or abatement of health or safety hazards created or otherwise resulting from activities at the site of the Work carried on by persons not in a contractual relationship with Veregy, including CUSTOMER, CUSTOMER's contractors or subcontractors, CUSTOMER's tenants or CUSTOMER's visitors. CUSTOMER agrees to cause its contractors, subcontractors and tenants to comply fully with all applicable federal, state and municipal laws and regulations governing health and safety and to comply with all reasonable requests and directions of Veregy for the elimination or abatement of any such health or safety hazards at the site of the work.

### **2.3 Patent Indemnity**

**2.3.1** Veregy shall, at its expense, defend or, at its option, settle any suit that may be instituted against CUSTOMER for alleged infringement of any United States patents related to the hardware manufactured and provided by Veregy, provided that: 1. CUSTOMER gives Veregy immediate notice in writing of any such suit and permits Veregy, through counsel of its choice, to answer the charge of infringement and defend such suit; and 2. CUSTOMER gives Veregy all needed information, assistance and authority, at Veregy's expense, to enable Veregy to defend such suit.

**2.3.2** If such a suit has occurred, or in Veregy's opinion is likely to occur, Veregy may promptly without undue delay, at its election and expense: obtain for CUSTOMER the right to continue using such equipment; or replace, correct or modify it so that it is not infringing; or remove such equipment and grant CUSTOMER a credit therefore, as depreciated.

**2.3.3** In the case of a final award of damages in any such suit, Veregy will pay such award. Veregy shall not, however, be responsible for any settlement made without its written consent, but in no event whatsoever will the CUSTOMER be liable for any final award of damages in any such suit.

**2.3.4** This article states Veregy's total liability and CUSTOMER's sole remedy for any actual or alleged infringement of any patent by the hardware manufactured and provided by Veregy hereunder. In no event shall Veregy be liable for any indirect, special or consequential damages resulting from any such actual or alleged infringement, except as set forth in this section 2.3, but in no event whatsoever will the CUSTOMER be liable for any indirect, special or consequential damages resulting from any such actual or alleged infringement in any such suit..

### **2.4 Warranties and Completion**

**2.4.1** Veregy warrants CUSTOMER good and clear title to all equipment and materials furnished to CUSTOMER pursuant to this Agreement free and clear of liens and encumbrances. Veregy hereby warrants that all such equipment and materials shall be of good quality and shall be free from defects in materials and workmanship, including installation and setup, for a period of one (1) year from the date of beneficial use or substantial completion of the equipment or portion of the Work in question, provided that no repairs, substitutions, modifications, or additions have been made, except by Veregy or with Veregy's written permission, and provided that after delivery such equipment or materials have not been subjected by non-Veregy personnel to accident, neglect, misuse, or use in violation of any instructions supplied by Veregy. Veregy's sole liability hereunder shall be to repair promptly or replace defective equipment or materials, at Veregy's option and at Veregy's expense. The limited warranty contained in this Section 2.4.1 shall constitute the exclusive remedy of CUSTOMER and the exclusive liability of Veregy for any breach of any warranty related to the equipment and materials furnished by Veregy pursuant to this Agreement.

**2.4.2** In addition to the warranty set forth in Section 2.4.1 above, Veregy shall, at CUSTOMER's request, assign to CUSTOMER any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Veregy and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the one (1) year limited warranty set forth in Section 2.4.1.

**2.4.3** The warranties set forth herein are exclusive, and Veregy expressly disclaims all other warranties, whether written or oral, implied or statutory, including but not limited to, any warranties of merchantability and fitness for a particular purpose, with respect to the equipment and materials provided hereunder. Veregy shall not be liable for any special, indirect, incidental or consequential damages arising from, or relating to, this limited warranty or its breach.

**2.4.4** Veregy's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Veregy, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

## **2.5 Hazardous Materials**

**2.5.1** Veregy and its subcontractors shall not be required to handle, remove, come into contact with, dispose of, or otherwise work with hazardous materials existing on the project site at the date of this Agreement or resulting, either directly or indirectly, from any acts or omissions of CUSTOMER, its employees, agents or assigns, or any of its other contractors or subcontractors. "Hazardous materials" as used herein includes all hazardous or toxic substances or materials as may be so designated by federal, state or local governmental entities. "Hazardous materials" shall also include fungus and mold. If, during the performance of the Work, the presence of hazardous materials is discovered or reasonably suspected, Veregy shall notify CUSTOMER of such discovery or suspicion and shall be permitted to immediately cease all work which requires contact with or exposure to such hazardous materials, until the CUSTOMER has made arrangements for the removal of the same. Veregy shall be entitled to an extension of the Contract Time for ceasing work pursuant to this Section.

**2.5.2** CUSTOMER shall indemnify, defend, and hold Veregy and its respective officers, directors, employees, agents and subcontractors (collectively the "Indemnified Parties"), harmless from, against, and in respect of any and all rights, claims, demands, liabilities, obligations, orders, assessments, interest, penalties, fines, settlement payments, costs, expenses and damages, including, without limitation, reasonable legal fees and out-of-pocket expenses ("Damages") imposed upon or incurred by any Indemnified Party and that arise from claims asserted by third parties or by CUSTOMER concerning any Hazardous Materials; provided that the Damages are not the direct result of any act or omission of Veregy or its agents.

**2.5.3** Unless prior to the execution of this Agreement, Veregy received written notification from CUSTOMER of the existence of Hazardous Materials on the site, and said notice included a description of the Hazardous Materials, and the quantity and location of the Hazardous Materials, CUSTOMER is hereby representing to Veregy that CUSTOMER is not aware of any Hazardous Materials present at the site.

**2.5.4** If the structure(s) where the Contract Work is to be performed was built before 1978, CUSTOMER understands that it may contain lead paint. CUSTOMER also understands that the only way to know whether lead paint is present is to have one or more paint samples in the work area tested. CUSTOMER authorizes those tests to be done by Veregy and agrees to pay Veregy for the costs of those tests, in addition to the Contract Price. Alternatively, as a condition of accepting this Contract, CUSTOMER agrees to provide Veregy with documentation demonstrating, to Veregy's reasonable satisfaction, that: (1) the areas where the Contract Work is to be performed has been tested and determined to be lead free by a certified risk assessor, certified lead inspector or certified renovator; (2) the areas where the Contract Work is to be performed is paint free; and/or (3) the areas where the Contract Work is to be performed were built after 1977.

## **ARTICLE 3**

### **CUSTOMER'S RESPONSIBILITIES**

**3.1** CUSTOMER shall provide Veregy full information regarding the requirements for the Work.

**3.2** CUSTOMER shall designate a representative who shall be fully acquainted with the Work, and who has authority to approve changes in the scope of the Work and render decisions promptly.

**3.3** CUSTOMER shall furnish to Veregy all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement, the Work and the Project.

**3.4** CUSTOMER shall secure and pay for all necessary approvals, easements, assessments, permits and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including charges for legal and auditing services.

**3.5** If CUSTOMER becomes aware of any fault or defect in the Work, it shall give prompt written notice thereof to Veregy.

**3.6** The services and information required by the above paragraphs shall be furnished with reasonable promptness at CUSTOMER's expense and Veregy shall be entitled to rely upon the accuracy and the completeness thereof.

**3.7** Prior to the commencement of the Work and at such future times as VEREGY shall reasonably deem appropriate, CUSTOMER shall furnish evidence in a form reasonably satisfactory to Veregy that sufficient funds are available and committed to pay for the Work. Unless such evidence is furnished, Veregy is not required to commence or continue any Work until such time as the CUSTOMER furnishes evidence in a form reasonably satisfactory to Veregy that sufficient funds are available and committed to pay for the Work. Further, if CUSTOMER does not provide such evidence, VEREGY may stop work upon fifteen (15) days notice to CUSTOMER. The failure of Veregy to insist upon the providing of this evidence at any one time shall not be a waiver of CUSTOMER's obligation to make payments pursuant to this Agreement, nor shall it be a waiver of Veregy's right to request or insist that such evidence be provided at a later date.

**3.8** CUSTOMER shall comply with all applicable federal, state and municipal laws and regulations governing occupational health and safety in the areas where Veregy will perform services and/or perform the Work.

CUSTOMER represents and warrants that, except as otherwise disclosed in this Agreement, in the areas where Veregy will undertake Work or provide services, there are no: (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components, or (ii) otherwise located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions. CUSTOMER shall notify Veregy of any changes or updates that occur during the course of the Agreement. If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Veregy or others and provide an unsafe condition for the performance of the Work or services, the discovery of the material, situation or condition shall constitute a cause beyond Veregy's reasonable control and Veregy shall have the right to cease or not commence the Work until the area has been made safe by CUSTOMER or CUSTOMER's representative, at CUSTOMER's expense.

To the fullest extent allowed by law, customer shall indemnify and hold Veregy harmless from and against any and all claims and costs of whatever nature, including but not limited to, consultants' and attorneys' fees, damages for bodily injury and property damage, fines, penalties, cleanup costs and costs associated with delay or work stoppage, that in any way results from or arises under the breach of the representations and warranties in this section, the existence of mold or a hazardous substance at a site, or the occurrence or existence of the situations or conditions described in this section, whether or not customer provides Veregy advance notice of the existence or occurrence and regardless of when the hazardous substance or occurrence is discovered or occurs. This indemnification shall survive termination of this agreement for whatever reason. Nothing in this section shall be construed to require that customer indemnify and hold harmless Veregy from claims and costs resulting from the negligent use by Veregy of any hazardous substance brought to the site by Veregy (and customer acknowledges that Veregy may bring to the site lubricants or other materials that are routinely used in performing maintenance and that may be classified as hazardous).

**3.9** In addition to the price set forth in Article 6 of this Agreement, CUSTOMER shall pay any present and future taxes or any other governmental charges now or hereafter imposed by existing or future laws with respect to the sale, transfer, use, ownership or possession of the Work provided hereunder, excluding taxes on Veregy's net income.

**3.10** Veregy shall be entitled to rely on the accuracy of the information furnished by CUSTOMER. The CUSTOMER shall furnish information and services required of CUSTOMER by the Contract Documents with reasonable promptness.

## **ARTICLE 4**

### **SUBCONTRACTS**

- 4.1** At its exclusive option, VEREGY may subcontract some or all of the Work.
- 4.2** A Subcontractor is a person or entity who has a direct contract with Veregy to provide work, labor and materials in connection with the Work. The term Subcontractor does NOT include any separate contractors employed by CUSTOMER or such separate contractors' subcontractors.
- 4.3** For the purposes of this Agreement, no contractual relationship shall exist between CUSTOMER and any Subcontractor. Veregy shall be responsible for the management of its Subcontractors in their performance of their Work.
- 4.4** CUSTOMER shall not hire any of Veregy's Subcontractors without the prior written approval of Veregy.

## **ARTICLE 5**

### **INSTALLATION AND ACCEPTANCE**

- 5.1** The Work to be performed under this Agreement shall be commenced and substantially completed as set forth in the Installation Schedule attached hereto as Attachment B.
- 5.2** If Veregy is delayed at any time in the progress of performing its obligations under this Agreement by any act of neglect of CUSTOMER or of any employee or agent of CUSTOMER or any contractor employed by CUSTOMER; or by changes ordered or requested by CUSTOMER in the Work performed pursuant to this Agreement; or by labor disputes, fire, unusual delay in transportation or deliveries, adverse weather conditions or other events or occurrences which could not be reasonably anticipated; or unavoidable casualties; or by any pandemic, international, national or regional health crisis or condition or any federal, state or local directive, declaration of emergency or order to suspend, shut down or suspend business in general or the Work in particular, resulting from said pandemic or crisis, that impacts the provision of labor or interferes with Veregy's or any of Veregy's subcontractor's ability to procure materials, supplies or equipment, or that otherwise disrupts or shuts down the jobsite, either temporarily or for an extended duration ("Pandemic Delay"); or any other problem beyond Veregy's reasonable control (an "Force Majeure Event"), then the time for performance of the obligations affected by such Excusable Delay shall be extended by the period of any delay actually incurred as a result thereof. If any delay, or cumulative delays, within CUSTOMER's control, extends beyond ten (10) days, CUSTOMER shall reimburse Veregy for all additional costs resulting therefrom. Veregy shall be entitled to additional compensation for any added costs associated with the performance of the Work caused by any Pandemic Delay.

**5.3** Veregy shall provide Delivery and Acceptance Certificates in a form acceptable to CUSTOMER and Veregy (the "Delivery and Acceptance Certificates") for the Work provided pursuant to the Schedule identified in Attachment F. Upon receipt of each Delivery and Acceptance Certificate, CUSTOMER shall promptly inspect the Work performed by Veregy identified therein and execute each such Delivery and Acceptance Certificate as soon as reasonably possible, but in no event later than ten (10) days after delivery of the same by Veregy, unless CUSTOMER provides Veregy with a written statement identifying specific material performance deficiencies that it wishes Veregy to correct. Veregy will use reasonably diligent efforts to correct all such material deficiencies and will give written notice to CUSTOMER when all such items have been corrected. The Parties intend that a final Delivery and Acceptance Certificate will be executed for the Work as soon as all Work is installed and operating. Execution and delivery by CUSTOMER of such final Delivery and Acceptance Certificate with respect to the Work shall constitute "Final Acceptance" of such Work performed by Veregy pursuant to the Installation Schedule.

## **ARTICLE 6**

### **PRICE AND PAYMENT**

**6.1** **Price**



**6.1.1** The price for the Work is One Million Four Hundred Twenty Seven Thousand Seven Hundred and Forty Four Dollars (\$1,427,744), subject to the adjustments set forth in Articles 5 and 7.

**6.1.2** The price is based upon laws, codes and regulations in existence as of the date this Agreement is executed. Any changes in or to applicable laws, codes and regulations affecting the cost of the Work shall be the responsibility of CUSTOMER and shall entitle Veregy to an equitable adjustment in the price and schedule.

**6.1.3** The price will be modified for delays caused by CUSTOMER and for Changes in the Work, all pursuant to Article 7.

**6.1.4** The license fees for all licensed software are included in the price to be paid by CUSTOMER as identified in this Article 6.

**6.1.5** If, at any time, CUSTOMER requests overtime work which requires overtime or premium pay, Veregy shall be entitled to add such premium or overtime pay to the Contract Price, plus Veregy's overhead and profit.

**6.1.6** The Contract Price does not include the items of work specifically excluded in Attachment A. If CUSTOMER requests Veregy to perform any of the work expressly excluded in said Attachment, the cost for this additional work, plus Veregy's overhead and profit, shall be added to the Contract Price.

## **6.2 Payment**

**6.2.1** Upon execution of this Agreement, CUSTOMER shall pay, pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* ("Prompt Payment Act") or cause to be paid to Veregy the full price for the Work, in accordance with the Payment Schedule, Attachment C. Payment shall be made net thirty (30) days of invoice date.

**6.2.2** Payments due and unpaid shall, pursuant to the Prompt Payment Act, bear interest from the date payment is due at the rate of 1 per month. In the event that Customer failed to pay Veregy any sums due, Customer shall pay Veregy all attorney's fees incurred by Veregy in collecting amounts owed to Veregy under this Agreement. Veregy reserves the right (without further notice) to terminate this Agreement altogether if CUSTOMER for sixty (60) or more days fails to make the payment as required under Section 6.2.1.

## **ARTICLE 7**

### **CHANGES IN THE PROJECT**

**7.1** A Change Order is a written order signed by CUSTOMER and Veregy authorizing a change in the Work or adjustment in the price, or a change to the Installation Schedule described in Attachment B. Each Change Order shall describe the change in the work, the amount of adjustment, if any, to the Contract Price, and the extent of any adjustment to the completion date.

**7.2** CUSTOMER may request Veregy to submit proposals for changes in the Work. Unless otherwise specifically agreed to in writing by both parties, if Veregy submits a proposal pursuant to such request but CUSTOMER chooses not to proceed, CUSTOMER shall issue a Change Order to reimburse Veregy for any and all costs incurred in preparing the proposal.

### **7.3 Claims for Concealed or Unknown Conditions**

The Contract Price has been based on normal site conditions, without allowance for any additional work that might be caused by unanticipated site conditions. If conditions are encountered at the site that are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown

physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions, and, if appropriate, an equitable adjustment to the Contract Price and Installation Schedule shall be made by a Change Order. Said adjustment in Contract Price shall include Veregy's overhead and profit. If agreement cannot be reached by the Parties, the party seeking an adjustment in the Price or Installation Schedule may assert a claim in accordance with Paragraph 7.4.

**7.4** In the event that any concealed and unknown conditions, as set forth in Section 7.3, are encountered on the site and Veregy wishes to make a claim for an increase in the Contract Price or an extension in the Installation Schedule it shall give CUSTOMER written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by Veregy before proceeding to execute the Work, except in an emergency endangering life or property, in which case Veregy shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Claims arising from delay shall be made within a reasonable time after the delay. Increases based upon design and estimating costs with respect to possible changes requested by CUSTOMER shall be made within a reasonable time after the decision is made not to proceed with the change. No such claim shall be valid unless so made. If CUSTOMER and Veregy cannot agree on the amount of the adjustment in the Price, or the Installation Schedule, it shall be determined pursuant to the provisions of Article 12. Any change in the Price or the Installation Schedule resulting from such claim shall be authorized by Change Order.

#### **7.5 Emergencies**

In any emergency affecting the safety of persons or property, Veregy shall act, at its discretion, to prevent threatened damage, injury or loss. Any increase in the Price or extension of time claimed by Veregy on account of emergency work shall be determined as provided in Section 7.4.

#### **7.6 Minor Changes**

Veregy shall, without CUSTOMER's approval, have the authority to make minor changes in the Work so long as they do not result in a material alteration or modification or cause an adjustment to the Contract Price or an extension of the Contract Time.

### **ARTICLE 8**

#### **INSURANCE, INDEMNITY, WAIVER OF SUBROGATION, AND LIMITATION OF LIABILITY**

##### **8.1 Indemnity**

**8.1.1** Veregy agrees to indemnify and hold CUSTOMER, and CUSTOMER's elected and appointed officials, employees, attorneys, volunteers, consultants, agents harmless from all claims for bodily injury and property damages [other than the Work itself and other property insured under Paragraph 8.4] to the extent such claims result from or arise under Veregy's negligent actions or willful misconduct in its performance of the Work, nothing in this article shall be construed or understood to alter the limitations of liability contained in this article, article 2, or the indemnification contained in section 3.8. Except as otherwise provided herein, Veregy's obligation, if any, to indemnify the CUSTOMER does not extend to losses sustained in whole or in part as a result of the CUSTOMER's (or its agent's) acts or omissions.

**8.1.2** To the extent of CUSTOMERS available general casualty insurance coverage, and subject to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, and all available defenses therein, 745 ILCS 10/1-101 *et seq.*, as amended from time to time ("Tort Immunity"), CUSTOMER shall indemnify, defend, protect, save and hold harmless Veregy, its employees, officers, directors, agents, financing partners, successors and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from (i) CUSTOMERS gross negligence or willful misconduct or (ii) CUSTOMERS failure to comply with any of the terms of this Agreement; provided, that nothing herein shall require CUSTOMER to indemnify Veregy for its own and its employees', agents', service providers', contractors', subcontractors', materialmen, or representatives' gross negligence or willful misconduct or for Veregy's own and its employees', agents', service providers', contractors', subcontractors', materialmen, or representatives' failure to comply with any of the terms of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement.

**8.1.3** CUSTOMER shall require any other contractor who may have a contract on this project with CUSTOMER to perform work in the areas where Work will be performed under this Agreement to agree to indemnify CUSTOMER and Veregy and hold them harmless from all claims for bodily injury and property damage [other than property insured under Paragraph 8.4] that may arise from that contractor's operations. Such provisions shall conform to Section 8.1.2 of this Agreement.

**8.2**     **Contractor's Liability Insurance**

**8.2.1** Veregy shall purchase and maintain such insurance as will protect it from claims that may arise out of or result from Veregy's operations under this Agreement.

**8.2.2** The Commercial General Liability Insurance shall include premises-operations (including explosion, collapse and underground coverage), elevators, independent contractors, completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage.

**8.2.3** Veregy's Commercial General and Automobile Liability Insurance, as required by Subparagraphs 8.2.1 and 8.2.2, shall be written for not less than limits of liability as follows:

**(a) Commercial General Liability**

Combined Single Limit

\$ 1,000,000 Each Occurrence

\$ 2,000,000 Product & Completed Operations  
Aggregate

\$ 2,000,000 General Aggregate  
Other Than Products & Completed Operations

**(b) Commercial Automobile Liability** Combined Single Limit

\$ 1,000,000 Each Occurrence

**8.2.4** Veregy shall maintain at all times during the performance of the Work and Services hereunder, Workman's Compensation Insurance in accordance with the laws of the State in which the Work is performed.

**8.3. CUSTOMER's Liability Insurance**

**8.3.1** CUSTOMER shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims that may arise from operations under this Agreement.

**8.4 Insurance to Protect Project**

**8.4.1** CUSTOMER shall purchase and maintain all risk full cost replacement property insurance in a form acceptable to Veregy for the length of time to complete the Project. This insurance shall include as named additional insureds Veregy and Veregy's Subcontractors and Sub-subcontractors and shall include, at a minimum, coverage for fire, windstorm, flood, earthquake, theft, vandalism, malicious mischief, transit, collapse, testing, and damage resulting from defective design, workmanship, or material. CUSTOMER will increase limits of coverage, if necessary, to reflect estimated replacement costs. CUSTOMER will be responsible for any co-insurance penalties or deductibles. If the Work covers an addition to or is adjacent to an existing building, Veregy and its Subcontractors and Sub-subcontractors shall be named additional insureds under CUSTOMER's Property Insurance covering such building and its contents.

**8.4.1.1** If CUSTOMER finds it necessary to occupy or use a portion or portions of the Facilities prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by CUSTOMER and Veregy and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy. Consent of Veregy and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

**8.4.2** CUSTOMER shall purchase and maintain such insurance as will protect CUSTOMER and Veregy against loss of use of CUSTOMER's property due to those perils insured pursuant to Subparagraph 8.4.1. Such policy will provide coverage for expenses of expediting materials, continuing overhead of CUSTOMER and Veregy, necessary labor expense including overtime, loss of income by CUSTOMER and other determined exposures. Exposures of CUSTOMER and Veregy shall be determined by mutual agreement and separate limits of coverage fixed for each item.

**8.4.3** CUSTOMER shall provide Certificate(s) of Insurance to VEREGY before work on the Project begins.

A.M. Best. VEREGY will be given sixty (60) days notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage.

## **8.5 Property Insurance Loss Adjustment**

**8.5.1** Any insured loss shall be adjusted with CUSTOMER and Veregy and made payable to CUSTOMER and Veregy as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause.

**8.5.2** Upon the occurrence of an insured loss, monies received will be deposited in a separate account and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with an arbitration award pursuant to Article 12. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted to arbitration pursuant to Article 12.

## **8.6 Waiver of Subrogation**

**8.6.1** CUSTOMER and Veregy waive all rights against each other, Architects and Engineers, Subcontractors and Sub-subcontractors for damages caused by perils covered by insurance provided under Paragraph 8.4, except such rights as they may have to the proceeds of such insurance held by CUSTOMER and Veregy as trustees. Veregy may require similar waivers from all Subcontractors and Sub-subcontractors.

**8.6.2** CUSTOMER and Veregy waive all rights against each other, Architects and Engineers, Subcontractor and Sub-subcontractors for loss or damage to any equipment used in connection with the Project, which loss is covered by any property insurance. Veregy may require similar waivers from all Subcontractors and Sub-subcontractors.

**8.6.3** CUSTOMER waives subrogation against Veregy, Subcontractors and Sub-subcontractors on all property and consequential loss policies carried by CUSTOMER on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

**8.6.4** If the policies of insurance referred to in this Paragraph 8.6 require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

## **8.7 Limitation of Liability**

**8.7.1** In no event shall either party be liable for any special, incidental, indirect, speculative, remote, or consequential damages arising from, relating to, or connected with the work, equipment, materials, or any goods or services provided hereunder. Each party waives claims against the other party for consequential damages arising out of or relating to this Agreement. This waiver includes damages incurred by said party CUSTOMER for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons.

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## **ARTICLE 9**

### **TERMINATION OF THE AGREEMENT**

**9.1** If Veregy defaults in, or fails or neglects to carry forward the Work in accordance with this Agreement, CUSTOMER may provide notice in writing of its intention to terminate this Agreement to Veregy. If Veregy, following receipt of such written notice, neglects to cure or correct the identified deficiencies within thirty (30) business days, CUSTOMER may provide a second written notice. If Veregy has not, within thirty (30) business days after receipt of such notice, acted to remedy and make good such deficiencies, CUSTOMER may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expediently. If the unpaid balance of the contract sum exceeds the expense of finishing the Work, the excess shall be paid to Veregy, but if the expense exceeds the unpaid balance, Veregy shall pay the difference to CUSTOMER.

## **ARTICLE 10**

### **ASSIGNMENT**

**10.1** Neither party to the Agreement shall assign this Agreement or sublet it as a whole without the written consent of

the other party. Such consent shall not be reasonably withheld, except that VEREGY may assign to another party the right to receive payments due under this Agreement. VEREGY may enter into subcontracts for the Work without obtaining CUSTOMER's consent.

## ARTICLE 11

### MISCELLANEOUS PROVISIONS

**11.1** The Table of Contents and headings in this Agreement are for information and convenience only and do not modify the obligations of this Agreement.

**11.2 Confidentiality.** Subject to the provisions of the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA") as used herein, the term "CONFIDENTIAL INFORMATION" shall mean any information in readable form or in machine readable form, including software supplied to CUSTOMER by Veregy that has been identified or labeled as "Confidential" and/or "Proprietary" or with words of similar import. CONFIDENTIAL INFORMATION shall also mean any information that is disclosed orally and is designated as "Confidential" and/or "Proprietary" or with words of similar import at the time of disclosure and is reduced to writing, marked as "Confidential" and/or "Proprietary" or with words of similar import, and supplied to the receiving party within ten (10) days of disclosure.

Subject to the provisions of FOIA, all rights in and to CONFIDENTIAL INFORMATION and to any proprietary and/or novel features contained in CONFIDENTIAL INFORMATION disclosed are reserved by the disclosing party; and the party receiving such disclosure will not use the CONFIDENTIAL INFORMATION for any purpose except in the performance of this Agreement and will not disclose any of the CONFIDENTIAL INFORMATION to benefit itself or to damage the disclosing party. This prohibition includes any business information (strategic plans, etc.) that may become known to either party.

Each party shall, upon request of the other party or upon completion or earlier termination of this Agreement, return the other party's CONFIDENTIAL INFORMATION and all copies thereof.

Notwithstanding the foregoing provisions, and subject to the provisions of FOIA, neither party shall be liable for any disclosure or use of information disclosed or communicated by the other party if the information:

- (a) is publicly available at the time of disclosure or later becomes publicly available other than through breach of this Agreement; or
- (b) is known to the receiving party at the time of disclosure; or
- (c) is subsequently rightfully obtained from a third party on an unrestricted basis; or
- (d) is approved for release in writing by an authorized representative of the disclosing party.

The obligation of this Article shall survive any expiration, cancellation or termination of this Agreement.

**11.3** If any provision is held illegal, invalid or unenforceable, the remaining provisions of this Agreement shall be construed and interpreted to achieve the purposes of the Parties.

**11.4** Risk of loss for all equipment and materials provided by Veregy hereunder shall transfer to CUSTOMER upon delivery to CUSTOMER's Facilities from Veregy or its Subcontractor and title shall pass upon final acceptance or final payment by CUSTOMER to Veregy, whichever occurs later.

**11.5** Final notice or other communications required or permitted hereunder shall be sufficiently given if personally delivered to the person specified below, or if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To Veregy:  
Veregy  
Attention: Albert Willis, VP of Midwest  
16647 Chesterfield Grove Road, Suite 200  
Chesterfield, MO 63005

To CUSTOMER:  
Quincy Regional Airport  
Attention: Sandra Shore, Airport Director  
1645 IL-104  
Quincy, IL 62305

**11.6 Waiver.** Veregy's failure to insist upon the performance or fulfillment of any of CUSTOMER's obligations under this Agreement shall not be deemed or construed as a waiver or relinquishment of the future performance of any such right or obligation hereunder.

**11.7** If any provision of this Agreement or the application thereof to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application thereof to other circumstances shall not be affected hereby and shall be valid and enforceable to the fullest extent permitted by law.

**11.8 Performance/Payment Bond.** Veregy shall furnish a performance bond and payment bond covering the construction of the work in an amount equal to the contract price prior to commencement of work in a form acceptable to CUSTOMER.

**11.9** This bond covers only the performance and payment exposure associated with the performance of the construction portion of the work. The energy savings, additional savings, guaranteed savings, savings shortfalls are not under any circumstances covered under this bond or an obligation that the surety is responsible for.

**11.10 Ambiguities.** The parties have each had the opportunity to review and negotiate the terms of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

**11.11 Headings.** The section headings contained herein are intended for convenience and reference only, and are not a part of this Agreement.

**11.12 Authority to Enter into this Contract.** The persons signing the Agreement on behalf of the parties are authorized to execute and accept contracts of this nature.

**11.13 CUSTOMER Representations.** To the extent applicable, the CUSTOMER warrants that it has the necessary power and authority to enter into this Agreement and this Agreement has been duly authorized by its duly elected representatives. This Agreement is a legal, valid and binding obligation of the CUSTOMER.

## **ARTICLE 12** **LIMIT OF LIABILITY – FIRE AND/OR SECURITY SYSTEMS**

**13.1** The parties agree that Veregy is not an insurer; that the fire and/or security system and/or Service purchased herein is designed only to reduce the risk of loss; that CUSTOMER chose such system and/or Service from several levels of protection offered by Veregy; that Veregy will not be held liable for any loss, whether in tort or contract, which may arise from the failure of the system and/or Service; and that customer will indemnify, defend and save Veregy harmless from any and all loss, claims, actions, causes of actions or expense, including attorneys' fees, arising from the actual or alleged malfunction or nonfunction of the system and/or service. The parties further agree that this Agreement shall not confer any rights on the part of any person or entity not a party hereto, whether as a third-party beneficiary or otherwise.

Because it is extremely difficult to assess actual damages arising from the failure of a system and/or service, the parties agree that if any liability is imposed on Veregy for damages or personal injury to either customer or any third party, such liability shall be limited to an aggregate amount not to exceed the value of the system installed. This sum shall be paid either as (i) liquidated damages and not as a penalty, or (ii) a limitation of liability agreed upon by the parties. No suit or action shall be brought against Veregy more than one (1) year after the accrual of the cause of action thereof.

**ARTICLE 13**  
**ALLOCATION OF SECTION 179D DEDUCTION  
TO DESIGNER**

**14.1** CUSTOMER acknowledges and represents that the project site where Veregy’s Work is to be performed and all building and improvements located on the same are “government-owned buildings” as CUSTOMER is a political subdivision and CUSTOMER owns said property, building and other improvements where the Work is to be performed. CUSTOMER hereby allocates to Veregy any and all Section 179D deductions for the Work. CUSTOMER further acknowledges that Veregy is the entity that has created and is primarily responsible for the technical specifications for installation of energy efficient work at CUSTOMER’s commercial building property, as described herein. CUSTOMER agrees to complete and execute the “Form for Allocation of Section 179D Deduction”, which is attached hereto as Schedule G and incorporated herein by reference. CUSTOMER also agrees to participate in any analysis, inspection and/or certification required by statute or otherwise deemed necessary by Veregy to ensure that Veregy receives the Section 179D deduction.

**ARTICLE 14**  
**SUBSEQUENT PHASES OF WORK**

**15.1** Additions and modifications to this Agreement may be made upon the mutual agreement of both parties in writing. The parties contemplate that such modifications may include but are not limited to the installation of additional improvement measures, energy conservation measures, facility improvement measures and operational efficiency improvements or furnishing of additional services within the identified facilities, as well as other facilities owned and operated by the Customer.

If the Work is divided into phases or individual projects for which individual prices have been negotiated, then separate Commencement Dates shall apply to each phase or individual project. These projects, modifications, and modifications to the original scope of Work or Services and may be included as addendums to the Master Agreement.

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**APPROVALS:**

The parties hereby execute this Agreement as of the date first set forth herein by the signatures of their duly authorized representatives:

**Veregy**

**City of Quincy**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**ATTACHMENT A**  
**SCOPE OF WORK**

**ECM-1 Solar Photovoltaic – Ground Mounted**

Solar array of approximately 461.2 kW mounted on ground racking. The array will utilize photovoltaic panels that will energize inverters. The inverters will feed electricity to the electric distribution system that supplies the building, directly reducing the electricity purchased from the utility company. The scope of work includes:

- Furnish and install photovoltaic panels
- Furnish and install inverters
- Furnish and install all related AC/DC wiring and distribution equipment
- Furnish and install all racking
- All associated protective devices
- Professional Engineer stamped design and drawings
- PV commissioning
- All contingencies were considered in the design, but final design and possible pricing change may happen to satisfy the electric company's interconnection requirements.

The Helioscope report shows one possible combination of components. Other components may be used, and different configurations may be needed after final engineering.

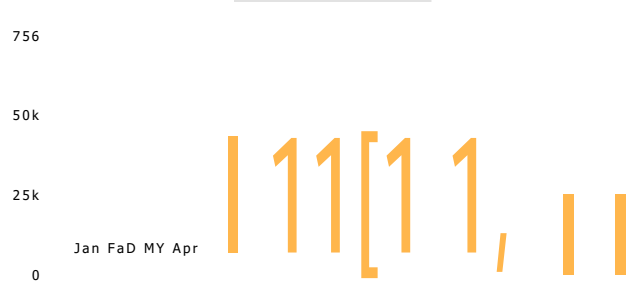
Included Warranties

Standard	1 year parts and labor
Photovoltaic Panels	25 year production
Solar Inverters	10 years parts and labor

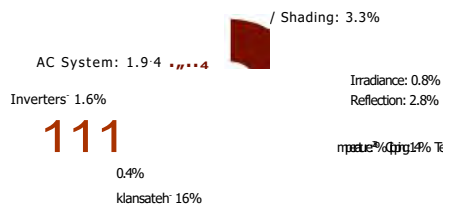
# QRA Ground Mount Interconnect Canadian Quincy Airport, 1645 IL-104, Quincy, IL 62305

Report		IA System Metrics		Project Location	
Project Name	Quincy Airport	Design	QFTA Ground Mount Interconnect Canadian		
Project Address	1645 IL-104, Quincy, IL 62305	Module DC Nameplate	461.2 kW		
Prepared By	Mark Frost <a href="mailto:mfrost@johnsonmellohsolutions.com">mfrost@johnsonmellohsolutions.com</a>	Inverter AC Nameplate	360.0 kW Load Ratio: 1,28		
		Annual Production	608.1 MWh		
		Performance Ratio	84.7%		
		kWh/kWp	1,318.6		
		Weather Dataset	TMY, QUINCY MUNI BALDWIN FLD, NSRDB (tmy3, II)		
		Simulator Version	b79785f65f-425a5e8beb-7e13dac882-453a399adc		

Monthly Production



Q Sources of System Loss



Month	GNI (kWh/m <sup>2</sup> )	POA (kWh/m <sup>2</sup> )	Shaded (kWh/m <sup>2</sup> )	Nameplate (kWh)	Grid (kWh)
January	54.1	80.4	75.3	31,993.7	30,658.5
February	64.7	85.8	83.2	36,566.6	34,792.9
March	112.6	135.9	132.7	59,599.5	53,108.1
April	124.2	133.6	129.8	60,507.9	52,485.8
May	167.5	169.3	164.3	76,612.3	66,146.4
June	161.2	158.7	153.6	71,517.0	61,736.8
July	181.1	181.3	176.4	82,300.6	70,362.4
August	169.2	179.4	174.6	81,495.8	69,489.3
September	128.6	149.8	146.3	68,329.0	58,528.6
October	91.1	118.1	115.0	53,661.3	48,420.4
November	54.2	77.0	73.6	32,962.8	30,685.6
December	54.2	86.8	80.0	33,666.9	31,672.3

# Annual Production Report prudu

## Annual Production

Description	Output	96 Delta
Annual Global Horizontal Irradiance	1,362.7	
POA Irradiance	1,556.0	14.2%
Shaded Irradiance	1,504.8	-3.3%
Irradiance after Reflection	1,462.3	-2.8%
Irradiance after Soiling	1,493.6	2.1%
<b>Total Collector Irradiance</b>	<b>1,493.6</b>	<b>0.0%</b>
Nameplate	689,213.5	
Output at Irradiance Levels	683,781.3	-0.8%
Output at Cell Temperature Derate	664,485.8	-2.8%
Output After Mismatch	641,100.6	-3.5%
Optimal DC Output	638,815.2	-0.4%
Constrained DC Output	629,776.3	-1.4%
Inverter Output	619,555.7	-1.6%
<b>Energy to Grid</b>	<b>608,086.9</b>	<b>-1.9%</b>

## & Condition Set

Description	Suggested by MSF Bifacial
Weather Dataset	TMY, QUINCY MUNI BALDWIN FLO, NSRD8 (tmy3, II)
Solar Angle Location	Meteo Lat/Lng
Transposition Model	Perez Model
Temperature Model	Sandia Model
Rack Type	b
Temperature Delta	
Temperature Model Parameters	Fixed Tilt -3.56 -0.075 3°C Flush Mount -2.81 -0.0455 0°C East-West -3.56 -0.075 3°C Carport -3.56 -0.075
Soiling (%)	JFM AM J J AS O N
Irradiation Variance	5 2 0 .4 -4 -4 -4 -4 -4 -4 0 6
Cell Temperature Spread	4° C
Module Binning Range	-2.5% to 2.5%
AC System Derate	2.00%
Module Characterizations	Module Uploaded By Characterization CS3W-420P (1000V) (Canadian Solar) Folsom Labs Spec Sheet Characterization, PAN
Component Characterizations	Device Uploaded By Characterization

## Temperature Metrics

Avg. Operating Ambient Temp	14.8 °C
Avg. Operating Cell Temp	22.6 °C

## Simulation metrics

Operating Hours	4422
Solved Hours	4422

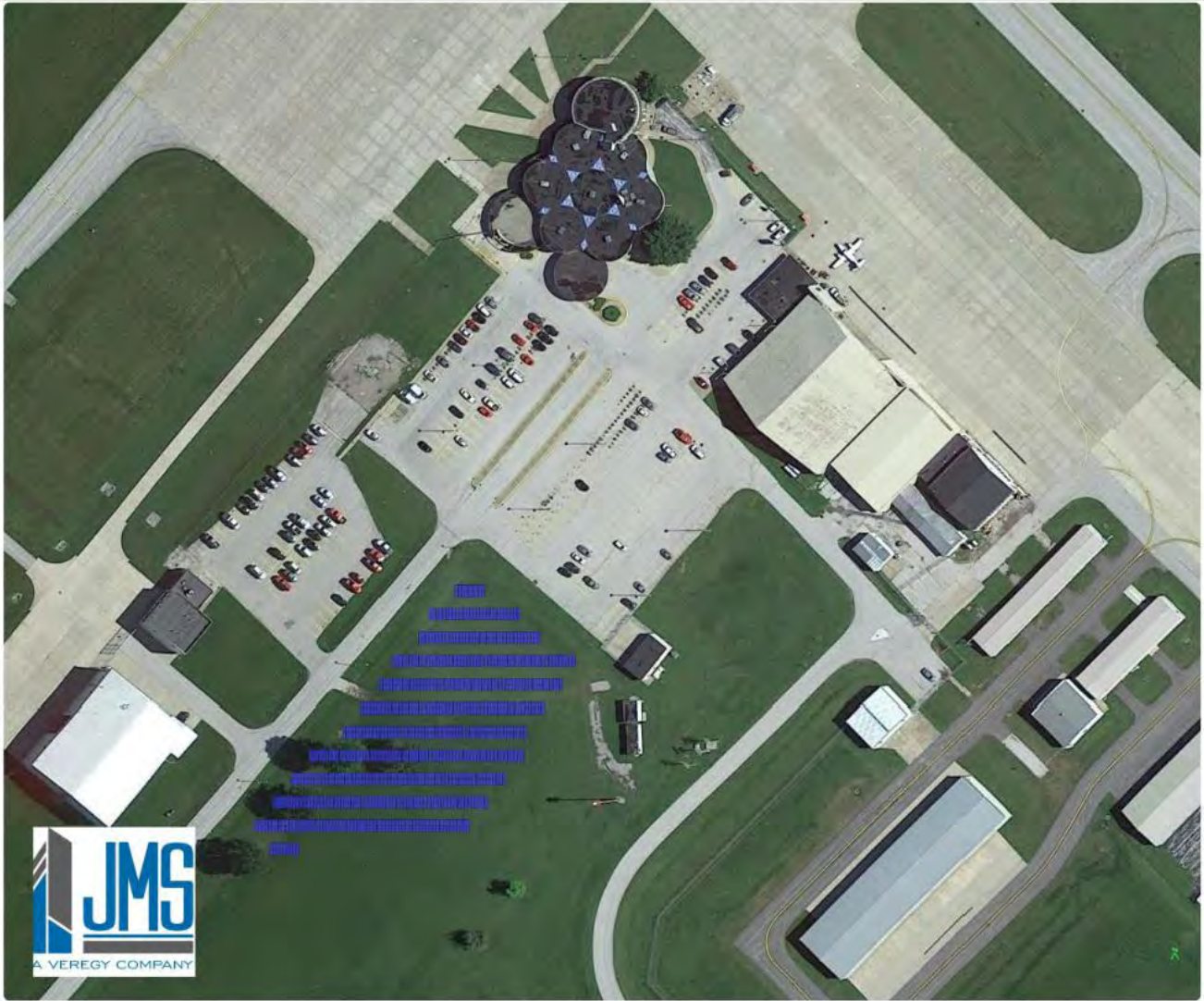
## e Components

### ja Wiring Zones

Component Name	Count	Description	Combiner Poles	String Size	Stringing Strategy
Inverters	6 (360.0 kW)	CSI-60KTL-GS (Canadian Solar)		14-18	Along Racking
AC Panels	6 input AC Panel				
AC Home Runs	1 AWG (Copper)	6(3,167,0 ft)	ir: Field Segments		
AC Home Runs	1000 MCM (Copper)	1 (2,456.8 ft)	Description	Racking Orientation	Tilt Azimuth
Strings	10 AWG (Copper)	66 (16,699.3 ft)	Field Segment 1	Fixed Tilt Portrait (Vertical)	25° 180°
Module	Canadian Solar, CS3W-420P (1000V) (420W)	1,098 (461.2 kW)		12.0 ft	2x9 61 1,098 461.2 kW



Detailed Layout



## ATTACHMENT B

### INSTALLATION SCHEDULE

Due to current equipment lead times from manufacturers, an installation schedule will be developed between Quincy Regional Airport and Project Manager once the project is approved and equipment delivery times are established, but a Preliminary Schedule is Attached.

Task Name	Duration	Late Start	Late Finish	Free Slack	Total Slack	4th
<b>Quincy Airport - Solar</b>	<b>180 days</b>	<b>Fri 12/17/21</b>	<b>Thu 8/25/22</b>	<b>0 days</b>	<b>0 days</b>	
<b>Adminstrative</b>	<b>123 days</b>	<b>Fri 12/17/21</b>	<b>Fri 8/5/22</b>	<b>0 days</b>	<b>0 days</b>	
Contract Execution	0 days	Fri 12/17/21	Fri 12/17/21	0 days	0 days	
FAA Approval & Permits	110 days	Fri 12/31/21	Thu 6/2/22	0 days	0 days	
<b>Material Buy Outs</b>	<b>113 days</b>	<b>Fri 12/31/21</b>	<b>Thu 6/16/22</b>	<b>10 days</b>	<b>10 days</b>	
Solar Modules	30 days	Fri 5/6/22	Thu 6/16/22	100 days	100 days	
Solar Inverters	30 days	Fri 5/6/22	Thu 6/16/22	93 days	100 days	
Racking	110 days	Fri 12/31/21	Thu 6/2/22	7 days	7 days	
<b>Issue Subcontracts</b>	<b>123 days</b>	<b>Tue 12/28/21</b>	<b>Fri 8/5/22</b>	<b>0 days</b>	<b>7 days</b>	
Geotechnical Engineering	3 days	Tue 12/28/21	Thu 12/30/21	0 days	7 days	
Electrical Sub	3 days	Tue 6/14/22	Thu 6/16/22	0 days	7 days	
Racking Sub	3 days	Wed 8/3/22	Fri 8/5/22	43 days	43 days	
<b>Construction</b>	<b>170 days</b>	<b>Fri 12/17/21</b>	<b>Thu 8/11/22</b>	<b>0 days</b>	<b>0 days</b>	
Engineering	40 days	Fri 12/17/21	Thu 2/10/22	0 days	0 days	
A/C Install	35 days	Fri 6/17/22	Thu 8/4/22	7 days	7 days	
D/C Install	35 days	Fri 6/17/22	Thu 8/4/22	0 days	0 days	
Racking/Module Install	15 days	Fri 6/3/22	Thu 6/23/22	0 days	0 days	
Monitoring	5 days	Fri 8/5/22	Thu 8/11/22	0 days	0 days	
Landscaping	4 days	Mon 8/8/22	Thu 8/11/22	43 days	43 days	
<b>Close-Out</b>	<b>15 days</b>	<b>Fri 8/12/22</b>	<b>Thu 8/25/22</b>	<b>0 days</b>	<b>0 days</b>	
Energization of System	0 days	Thu 8/25/22	Thu 8/25/22	15 days	15 days	
Punch List	5 days	Fri 8/12/22	Thu 8/18/22	0 days	0 days	
Testing/Commissioning	3 days	Tue 8/16/22	Thu 8/18/22	2 days	2 days	
Inspections/Sign-Offs	3 days	Tue 8/16/22	Thu 8/18/22	7 days	7 days	
O&M Manuals	5 days	Fri 8/19/22	Thu 8/25/22	0 days	0 days	
Final Completion	0 days	Thu 8/25/22	Thu 8/25/22	0 days	0 days	

## ATTACHMENT C

### PAYMENT SCHEDULE

1. The following is the payment schedule for the project.

#### **Construction of the Project**

The project shall be invoiced on a monthly basis for the work completed and equipment ordered for the project. These progress invoices shall be submitted on the last day of each month. All invoices shall be billed as net thirty (30) days.

A mobilization fee will be due upon contract execution for 10% of the contract price.

## ATTACHMENT D

### ENERGY GUARANTEE

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#### 1. DEFINITIONS

When used in this Agreement, the following capitalized words shall have the meanings ascribed to them below:

**"Baseline Period"** is the period of time which defines the Baseline Usage and is representative of the facilities' operations, consumption, and usage that is used as the benchmark for determining cost avoidance.

**"Baseline Usage or Demand"** the calculated or measured energy usage (demand) by a piece of equipment or a site prior to the implementation of the ECMs. Baseline physical conditions, such as equipment counts, nameplate date, and control strategies, will typically be determined through surveys, inspections, and/or metering at the site.

**"Commissioning Period"** refers to the period between Final Completion and Final Retrofit Acceptance as defined herein. This period will be used to "fine tune" and adjust each system to perform the energy and operational savings as designated in Attachment E. This period is a minimum of 12 months unless specifically agreed upon otherwise in this contract. This period can be extended beyond 12 months at the mutual agreement of CUSTOMER and Veregy.

**"Energy and Operational Cost avoidance Guarantee Practices"** are those practices identified in Attachment E, intended to achieve avoided costs in energy and/or operating expenses.

**"Energy Costs"** may include the cost of electricity and fuels to operate HVAC equipment, facility mechanical and lighting systems, and energy management systems, and the cost of water and sewer usage, as applicable.

**"Energy Savings"** may include the avoidance of Energy Costs as defined herein and also includes energy production from systems such as photovoltaic systems, wind turbines, etc.

**"ECM"** the Energy Conservation Measure (ECM) is the installation of equipment or systems, or modification of equipment or systems as described in Attachment A.

**"Facilities"** shall mean those buildings where the energy and operational cost savings will be realized.

**"F.E.M.P."** shall mean the Federal Energy Management Program of the U.S. Department of Energy and its Measurement and Verification Guidelines for Federal Energy Projects (DOE/GO-10096-248, February 1996, or later versions). The F.E.M.P. guidelines classify measurement and verification approaches as Option A, Option B, Option C, and Option D. The F.E.M.P. guidelines is based on the International Performance Measurement and Verification Protocol (I.P.M.V.P.) and was written to be fully consistent with it. It is intended to be used by Federal procurement teams consisting of contracting and technical specialists. The focus of F.E.M.P. guidelines is on choosing the M&V option and method most appropriate for specific projects.

**"Financing Document"** refers to that document executed between CUSTOMER and a third-party financing entity providing for payments from CUSTOMER third-party financing entity.

**"Final Completion"** refers to the CUSTOMER acceptance of the installation of the ECMs as described in Attachment A. The Final Completion Certificate to be used for this project is in Attachment G.

**"Final Retrofit Acceptance"** refers to the mutual agreement between the CUSTOMER and Veregy as to the start of the First Guarantee Year. The Final Retrofit Acceptance Certificate to be used for this project is in Attachment H.

**"First Guarantee Year"** is defined as the period beginning on the first (1<sup>st</sup>) day of the month following the date of Final Retrofit Acceptance of the Work installed and ending on the day prior to the first (1<sup>st</sup>) anniversary thereof.

**"Guarantee Period"** is defined as the period beginning on the first (1<sup>st</sup>) day of the First Guarantee Year and ending on the last day of the final Guarantee Year.

**"Guarantee Year"** is defined as the First Guarantee Year and each of the successive twelve (12) month periods commencing on the anniversary of the commencement of the First Guarantee Year throughout the Term of this Agreement.

**"Guaranteed Savings"** is defined as the amount of avoided Energy and Operational Costs necessary to pay for the cost of the Work incurred by CUSTOMER in each Guarantee Year (as identified in Section 3.1 hereof).

**"I.P.M.V.P."** International Performance Measurement and Verification Protocol (July 1997, or later version) provides an overview of current best practice techniques available for measurement and verification of performance contracts. This document is the basis for the F.E.M.P. protocol and is fully consistent with it. The techniques are classified as Option A, Option B, Option C, and Option D.

**"Measurement and Verification Plan"** (M&V Plan) is defined as the plan providing details on how the Guarantee Savings will be verified.

**"Operational Costs"** shall include the cost of operating and maintaining the facilities, such as, but not limited to, the cost of inside and outside labor to repair and maintain Covered Systems and Equipment, the cost of custodial supplies, the cost of replacement parts, the cost of deferred maintenance, the cost of lamp and ballast disposal, and the cost of new capital equipment.

**"Option A"** is a verification approach that is designed for projects in which the potential to perform needs to be verified, but the actual performance can be stipulated based on the results of the "potential to perform and generate savings" verification and engineering calculations. Option A involves procedures for verifying that:

- Baseline conditions have been properly defined; and
- The equipment and/or systems that were contracted to be installed have been installed; and
- The installed equipment components or systems meet the specifications of the contract in terms of quantity, quality, and rating; and
- The installed equipment is operating and performing in accordance with the specifications in the contract and meeting all functional tests; and
- The installed equipment components or systems *continue, during the term of the contract*, to meet the specifications of the contract in terms of quantity, quality and rating, and operation and functional performance.

**"Option B"** is for projects in which the potential to perform and generate Savings needs to be verified; and actual performance during the term of the contract needs to be measured (verified). Option B involves procedures for verifying the same items as Option A plus verifying actual achieved energy savings during the term of the contract. Performance verification techniques involve engineering calculations with metering and monitoring.

**"Option C"** is also for projects in which the potential to perform needs to be verified and actual performance during the term of the contract needs to be verified. Option C involves procedures for verifying the same items as Option A plus verifying actual achieved energy savings during the term of the contract. Performance verification techniques involve utility whole building meter analysis and/or computer simulation calibrated with utility billing data.

**"Option D"** is a verification technique where calibrated simulations of the baseline energy use and/or calibrated simulations of the post-installation energy consumption are used to measure Savings for the Energy Conservation Measures. Option D can involve measurements of energy use both before and after the Retrofit for specific equipment or energy end use as needed to calibrate the simulation program. Periodic inspections of the equipment may also be warranted. Energy consumption is calculated by developing calibrated hourly simulation models of whole-building energy use, or equipment sub-systems in the baseline mode and in the post-installation mode and comparing the simulated annual differences for either an average year or for conditions that correspond to the specific year during either the baseline or post-installation period.

**"Retrofit"** is the work provided by Veregy as defined by the "ECMs".

**"Savings"** is defined as avoided, defrayed, or reallocated costs.



"Term" shall have the meaning as defined in Section 2 hereof.

"Total Guarantee Year Savings" is defined as the summation of avoided Energy and Operational Costs realized by facilities in each Guarantee Year as a result of the Retrofit provided by Veregy as well as Excess Savings, if any, carried forward from previous years.

## **2. TERM AND TERMINATION**

**2.1 Guarantee Term.** The Term of this Guarantee Period shall commence on the first (1<sup>st</sup>) day of the month following the date of Final Project Acceptance of the Work installed pursuant to this agreement and shall terminate at the end of the Guarantee Period unless terminated earlier as provided for herein. The Term of this Guarantee Period is defined in Section 1 of Attachment E.

**2.2 Guarantee Termination.** Should this Agreement be terminated in whole or in part for any reason prior to the end of the Term, the Guaranteed Savings for the Guarantee Year in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations in Energy and Operational Costs, and the Guaranteed Savings for all subsequent Guarantee Years shall be null and void.

## **0. SAVINGS GUARANTEE**

**3.1 Guaranteed Savings.** Veregy guarantees to CUSTOMER that the identified Facilities will realize the total energy and operational cost avoidance through the combined value of all ECMs over the Term of the contract as defined in Section 1 of Attachment E. In no event shall the savings guarantee provided herein exceed the total installation, maintenance, and financing costs for the Work under this Agreement. Notwithstanding any other provision of this Agreement required savings reconciliation or verification, the Total Guarantee Year Savings in each Guarantee Year are stipulated and agreed to by both parties to this Agreement to equal the Energy Costs and Operational Cost Avoidance amounts set forth in Attachment E (Schedule of Savings), and shall be deemed realized upon the date of final Project Acceptance.

**3.1.1 Additional Savings.** Additional energy and/or operational cost avoidance that can be demonstrated as a result of Veregy's efforts that result in no additional costs to CUSTOMER beyond the costs identified in this Agreement will be included in the guarantee savings reconciliation report for the applicable Guarantee Year(s).

**3.1.2 Savings Prior to Final Retrofit Acceptance.** All energy and operational cost avoidance realized by CUSTOMER that result from activities undertaken by Veregy prior to Final Project Acceptance, including any utility rebates or other incentives earned as a direct result of the installed Energy Conservation Measures provided by Veregy, will be applied toward the Guaranteed Savings for the First Guarantee Year.

**3.1.3 Cumulation of Savings.** The Guaranteed Savings in each Guarantee Year are considered satisfied if the Total Guarantee Year Savings for such Guarantee Year equals or exceeds the Retrofit and Support Costs for such Guarantee Year or the amount identified in Section 1 of Attachment E hereto.

**3.1.4 Excess Savings.** In the event that the Total Guarantee Year Savings in any Guarantee Year exceed the Guaranteed Savings required for that Guarantee Year, such Excess Savings shall be billed to CUSTOMER (up to any amounts previously paid by Veregy for a Guaranteed Savings shortfall pursuant to Section 3.1.5), which amount shall be payable within thirty (30) days after the amount of such Total Guarantee Year Savings has been determined and any remaining Excess Savings shall be carried forward and applied against Guaranteed Savings shortfalls in any future Guarantee Year.

**3.1.5 Savings Shortfalls.** In the event that the Total Guarantee Year Savings in any Guarantee Year is less than the Guaranteed Savings required for that Guarantee Year, after giving credit for any Excess Savings carried forward from previous Guarantee Years pursuant to Section 3.1.4. Veregy shall, upon receipt of written demand from CUSTOMER, compensate CUSTOMER the amount of any such shortfall, limited by the value of the guarantee, within thirty (30) days. Resulting compensation shall be Veregy's sole liability for any short fall in the Guaranteed Savings.

**3.2 Savings Reconciliation Documentation.** Veregy will provide CUSTOMER with a guarantee savings reconciliation report after the first Guarantee Year. CUSTOMER will assist Veregy in generating the savings reconciliation report by providing Veregy with copies of all bills pertaining to Energy Costs within two (2) weeks following the CUSTOMER's receipt thereof, together with access to relevant records relating to such Energy Costs. CUSTOMER will also assist Veregy by permitting access to any maintenance records, drawings, or other data deemed necessary by Veregy to generate the said report.

Data and calculations utilized by Veregy in the preparation of its guarantee cost savings reconciliation report will be made available to CUSTOMER along with such explanations and clarifications as CUSTOMER may reasonably request.

**3.2.1 Acceptance of Guarantee Reconciliation.** At the end of the first Guarantee Year the CUSTOMER will have forty-five (45) days to review the guarantee savings reconciliation report and provide written notice to Veregy of non-acceptance of the Guarantee Savings for that Guarantee Year. Failure to provide written notice within forty-five (45) days of the receipt of the guarantee savings reconciliation report will deem it accepted by CUSTOMER. If the annual guarantee savings have been met after the first year, the guarantee will be deemed realized for the entire guarantee term.

**3.2.2 Guarantee Savings Reconciliation.** Guarantee Savings will be determined in accordance with the methodology(s), operating parameters, formulas, and constants as described below and/or defined in Attachment E and/or additional methodologies defined by Veregy that may be negotiated with CUSTOMER at any time.

For reconciliation of Guarantee Savings employing the method of utility bill analysis consistent with F.E.M.P. Option C.

Energy usage for the Facilities for such Guarantee Year will be summarized and compared with the adjusted Baseline Period energy usage for the Facilities through the use of energy accounting software. The difference between the adjusted Baseline Period energy usage and the Guarantee Year energy usage will be multiplied by the applicable energy rate as defined in Attachment E, to calculate the Energy Cost avoidance. Energy Cost avoidance may also include, but are not limited to, Savings from demand charges, power factor correction, taxes, ratchet charges, rate changes and other utility tariff charges that are reduced as a result of the Veregy involvement. A Baseline Period will be specified (Section 1 of Attachment E) for the purpose of utility bill analysis.

AND/OR for those energy audits employing the method consistent with I.P.M.V.P. and/or F.E.M.P. Options A and/or

B: For each ECM, Veregy will employ an M&V Plan which may be comprised of any or all of the following elements:

1. Pre-retrofit model of energy consumption or demand
2. Post-retrofit measured energy consumption
3. Post-retrofit measured demand and time-of-use
4. Post-retrofit energy and demand charges
5. Sampling plan
6. Stipulated Values

The value of the energy savings will be derived from the measured data and engineering formulae included herein, and the applicable energy charges during each Guarantee Year. In some cases, energy usage and/or demand will be calculated from measured variables that directly relate to energy consumption, demand or cost, such as, but not limited to, measured flow, temperature, current, voltage, enthalpy or pressure.

AND/OR for those energy audits employing the method consistent with I.P.M.V.P. and/or F.E.M.P. Option D:

For each Energy Conservation measure, Veregy will employ an M&V Plan which may be comprised of any or all of the following elements:

1. Pre-retrofit model of energy consumption or demand
2. Post-retrofit model of energy consumption or demand
3. Post-retrofit measured energy consumption
4. Post-retrofit measured demand and time-of-use
5. Post-retrofit energy and demand charges
6. Sampling Plan
7. Stipulated values

The value of the energy savings will be derived from a calibrated simulation of either the whole building or of sub-systems in the building to determine the difference in the performance of the specific equipment being replaced. This method may entail as needed one-time measurements of the performance of the energy consuming systems in the building in order to calibrate the simulation model. Energy usage for the Facilities for such Guarantee Year will be derived through the use of simulation programs.

**3.3 Operational Cost Avoidance.** The agreed-upon Operational Cost Avoidance as described in Attachment E (Schedule of Savings) will be deemed realized upon execution of this Agreement and will begin to accrue on the date of the completion and acceptance of each Retrofit improvement. These Savings are representative of information provided by the CUSTOMER consisting of either whole or partial budgeted operational costs and as such, it is hereby understood and agreed that the CUSTOMER is wholly responsible for assuring that these budgeted Operational Costs are accurate and achievable.

**3.4 Base Year Adjustments.** Baseline Period shall be adjusted to reflect: changes in occupied square footage; changes in energy-consuming equipment; changes in the Facilities; changes in Energy and Operational Cost Avoidance Guarantee Practices adversely affecting energy consumption and/or demonstrated operational changes; changes in weather between the Baseline Period and the Guarantee Year; and documented or otherwise conclusively established metering errors for the Baseline Period and/or any Guarantee Year adversely affecting energy usage measurement.

**3.4.1 Facility Operational Changes.** Except in the case of emergencies CUSTOMER agrees it will not, without the consent of an Authorized Representative of Veregy: make any significant deviations from the applicable Energy and Operational Cost Avoidance Guarantee Practices; put any system or item of equipment in a permanent "on" position, if the same would constitute a deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices; or assume manual control of any energy management system or item of equipment, if the same would constitute a deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices.

**3.4.2 Hours and Practices.** To achieve these energy savings, Veregy and CUSTOMER agree upon the operating practices listed in Attachment E.

**3.4.3 Activities and Events Adversely Impacting Savings.** CUSTOMER shall promptly notify Veregy of any activities known to CUSTOMER which adversely impact: Veregy's ability to realize the Guaranteed Savings and Veregy shall be entitled to reduce its Guaranteed Savings by the amount of any such adverse impact to the extent that such adverse impact is beyond Veregy's reasonable control.

**3.5 Guarantee Adjustment.** Veregy's Guaranteed Savings obligations under this Agreement are contingent upon: (1) CUSTOMER following the Energy and Operational Cost Avoidance Guarantee Practices set forth herein and in Attachment E; (2) no alterations or additions being made by CUSTOMER to any of the Covered systems and Equipment without prior notice to and agreement by Veregy; (3) CUSTOMER sending all current utility bills to Veregy within two (2) weeks after receipt by CUSTOMER, if CUSTOMER fails to provide current utility bills for a period of time in excess of six (6) months Veregy may, at its sole discretion, deem the Guarantee Savings obligation met during that period and any successive periods, and (4) Veregy's ability to render services not being impaired by circumstances beyond its control. To the extent CUSTOMER defaults in or fails to perform fully any of its obligations under this Agreement, Veregy may, in its sole discretion, adjust its Guaranteed Savings obligation; provided, however, that no adjustment hereunder shall be effective unless Veregy has first provided CUSTOMER with written notice of CUSTOMER's default(s) or failure(s) to perform and CUSTOMER has failed to cure its default(s) to perform within thirty (30) days after the date of such notice.

The bond provided for the construction of the project only covers the performance of materials and workmanship for the completion of said construction work, not the energy guarantee.

**3.5.1 Guarantee Weather Adjustment.** In lieu of weather adjustments, Veregy has included a 15% variability as outlined in Attachment E: Schedule of Savings

## ATTACHMENT E

### SCHEDULE OF SAVINGS

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#### **1. Schedule of Savings**

The total energy and operational cost avoidance over the Term of the contract is equal to or greater than \$1,427,744 as defined in the following:

- Annual Operational Cost Savings are not less than \$0 as listed in 1.2
- Annual Energy Savings are not less than \$37,306 as listed in 1.1.

or the sum of the Retrofit and Support Costs for such Guarantee Year, whichever is less. Provided further, in no event shall the savings guarantee provided herein exceed the total installation, maintenance, and financing costs for the Work under this Agreement.

Any savings to the project from the sales of SRECs and/or tax credit/incentive-based discounts are not guaranteed but will be considered savings due to Veregy's efforts and will be deducted from the total guarantee amount.

The Term of this contract is for 16.24 years from the date of Final Project Acceptance

The Baseline Period is defined as Jun 2020 to May 2021.

Veregy and the customer agree that the energy savings for each ECM will be based on a 5% escalation factor for the costs of utilities. The utility rates for the audit reports will be based on an annual escalation of not less than 5% or the actual utility rate in the current year whichever is higher.

**1.1 Energy Savings**. The annual guarantee of energy cost avoidance is the sum of the below listed ECMs. The savings are based on the listed Energy and operational Cost Avoidance Guarantee Practices contained in Section 1.3 herein. The following table states the savings totals and the agreed upon utility rate.

Year	Annual Electric Produced and Used by Building kWh	Electric Rate for Electric Used by Building \$/kWh	Annual Electric Produced and Pushed to Grid kWh	Electric Rate for Electric Pushed to Grid \$/kWh	\$ Savings Energy	Anticipated SREC Proceeds	Anticipated Total Discount from Anticipated Solar Balance	Anticipated Total Savings	Total Anticipated Accumulated
	1425,661	\$0.0705	182,426	\$0.0400	\$37,306	\$52,573	\$214,162	\$304,041	\$304,041
	2423,533	\$0.0740	182,426	\$0.0420	\$39,014	\$70,828	\$0	\$109,842	\$413,883
	3421,415	\$0.0777	182,426	\$0.0441	\$40,800	\$70,828	\$0	\$111,628	\$525,511
	4419,308	\$0.0816	182,426	\$0.0463	\$42,668	\$70,828	\$0	\$113,496	\$639,007
	5417,211	\$0.0857	182,426	\$0.0486	\$44,622	\$70,828	\$0	\$115,450	\$754,457
	6415,125	\$0.0900	182,426	\$0.0511	\$46,665	\$0	\$0	\$46,665	\$801,122
	7413,050	\$0.0945	182,426	\$0.0536	\$48,802	\$0	\$0	\$48,802	\$849,924
	8410,984	\$0.0992	182,426	\$0.0563	\$51,038	\$0	\$0	\$51,038	\$900,962
	9408,929	\$0.1042	182,426	\$0.0591	\$53,375	\$0	\$0	\$53,375	\$954,337
	10406,885	\$0.1094	182,426	\$0.0621	\$55,821	\$0	\$0	\$55,821	\$1,010,158
	11404,850	\$0.1148	182,426	\$0.0652	\$58,378	\$0	\$0	\$58,378	\$1,068,536
	12402,826	\$0.1206	182,426	\$0.0684	\$61,053	\$0	\$0	\$61,053	\$1,129,589
	13400,812	\$0.1266	182,426	\$0.0718	\$63,850	\$0	\$0	\$63,850	\$1,193,439
	14398,808	\$0.1329	182,426	\$0.0754	\$66,777	\$0	\$0	\$66,777	\$1,260,215
	15396,814	\$0.1396	182,426	\$0.0792	\$69,837	\$36,509	\$0	\$106,346	\$1,366,562
	16313,940	\$0.1466	182,426	\$0.0832	\$61,182	\$0	\$0	\$61,182	\$1,427,744
Note:	A portion of the solar produced will not be immediately used by the building. The amount that can't be used immediately will be pushed back to the grid and reimbursed by the electric company at a lesser rate.								

**Energy Savings Calculations**

**ECM-1 Solar Photovoltaic – Ground Mounted**

Energy savings calculations for all solar measures were calculated via computer modeling using Helioscope, an industry accepted solar modeling tool. Outputs from this solar modeling including input values are shown in Attachment A Project Scope. Veregy represents and warrants that the energy savings calculations for all solar measures were calculated consistent with standard energy engineering practices and were generated by using the most accurate and appropriate inputs available for CUSTOMER's situation.

Of the total Solar Energy Savings, 100% of the savings will be Measured and Verified over the Term of the guarantee as outlined in Attachment K - Measurement and Verification Services. Guarantee is contingent on maintaining continual Operations and Maintenance Services contract as outlined in Attachment H. If Operations and Maintenance contract is discontinued, the guarantee changes to stipulated.

**1.2 Operational Cost Savings.** The annual guarantee of operational cost avoidance strategies are listed below. The Savings are based on the listed Energy and Operational Cost Avoidance Guarantee practices contained in Section 1.3 herein. The operational cost savings identified below are deemed satisfied upon contract execution.

NA

**1.3 Energy and Operational Cost Avoidance Guarantee Practices:**

**1.3.1 BASELINE Operating Parameters:** are the facility(s) and system(s) operations measured and/or observed before commencement of the Work. The date summarized will be used in the calculation of the baseline energy consumption and/or demand and for calculating baseline adjustments for changes in facility operation that occur during the Guarantee Period. Veregy and CUSTOMER agree that the operating parameters specified in this section are representative of equipment operating characteristics during the Base Year specified in this Agreement.

Baseline Operating Parameters:

NA

**1.3.2 PROPOSED Operating Parameters** of the facility(s) and system(s) after completion of Work. The data summarized will be used in the calculation of the post-retrofit energy consumption and/or demand. Veregy and CUSTOMER agree that the proposed operating parameters specified in this section are representative of equipment operating characteristics during the Guarantee Period specified in this Agreement.

Proposed Operating Parameters on which each ECM will rely for achieving energy savings:

NA

**1.3.3 Operational Cost Avoidance.** The following methodologies and/or calculations were used in determining the Operational Costs and/or avoided costs due to the Retrofit implementation. This section is to document standard formulas and/or a brief explanation of how the Operational Cost Savings is supposed to be generated.

**1.4 Guarantee Savings Measurement and Verification Plan**

**1.4.1 Measurement and Verification Methodology(s)**

**1.4.2 Energy Cost Avoidance:** The following describes the Measurement and Verification procedures, formulas, and stipulated values which may be used in the calculation of the energy cost avoidance. The calculation of energy cost avoidance is based upon the utility rate paid during the Guarantee Year, or the Baseline Period utility rate, whichever is higher and/or as defined heretofore. Energy cost avoidance may also include, but is not limited to, Savings from demand charges, power factor correction, taxes, ratchet charges, rate changes and other utility tariff charges that are reduced as a result of the Veregy involvement.

ECM Type	Electric Savings Verification Method	Fuel Savings Verification Method
Solar	Option B	Not Applicable

M&V Plan:

**ECM-1 Solar Measures**

Verification Method	IMPVP Option B
Pre-project Measurements to be taken	None
Post-project Measurements to be taken	Electricity production in kWh from solar array as measured by system meters installed as a part of project.
Possible Reasons for Adjustment to Guarantee	Disruption to system beyond Veregy control Utility rates higher than set forth in contract.

Solar Array Verification Process

- a. The solar electric production in kWh, as measured by an investment grade meter installed at each building and verified in accordance with energy industry standard engineering practices, will be recorded and presented in the annual report.
- b. The electric production will be multiplied by the agreed upon electric rates for each respective year, as shown in Section 1.1 of Attachment E, to generate an annual cost value of the electric production.
- c. The resulting annual cost value of the electricity produced will be compared to the Guaranteed Savings Amount for each respective year.
- d. If the annual cost value is more than a 100% of the Guaranteed Savings Amount, then there is Excess Savings.
- e. If the annual cost value is less 85% of the Guaranteed Savings Amount, then there is a Savings Shortfall for that year. The remaining 15% is an area of uncertainty due to the actual weather.

**ATTACHMENT F:**  
**CERTIFICATE OF SUBSTANTIAL COMPLETION**

1. The CUSTOMER and Veregy agree to use AIA form G704-2017 Certificate of Substantial Completion for this project. Completion and signing of this document for the entire project or any individual Energy Conservation Measure initiates invoicing by Veregy for the contracted value minus any retainage.
2. Once the entire scope of the project has been certified as substantially complete as stated above and all remaining punch items have been completed Veregy will present the CUSTOMER with a FINAL COMPLETION CERTIFICATE as shown in Attachment G.



**ATTACHMENT G**

**FINAL COMPLETION CERTIFICATE**

Project Name \_\_\_\_\_

Agreement Effective Date:

Scope-of-Work (SOW) Item/Energy Conservation Measure (ECM): \_\_\_\_\_

To: Veregy

Reference is made to the above listed Agreement between the undersigned and Veregy and to the Scope of Work as defined in Attachment A herein. In connection therewith, we confirm to you the following:

1. The Scope of Work (SOW) Item/ Energy Conservation Measure (ECM) referenced above and also listed in Attachment A of the Agreement has been demonstrated to the satisfaction of the Owner's Representative as being substantially complete, including all punch list items generated during the Project Acceptance Procedure.
2. All of the Work has been delivered to and received by the undersigned and that said Work has been examined and /or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Work has been accepted by the undersigned and complies with all terms of the Agreement. Consequently, you are hereby authorized to invoice for the Final Payment, as defined in Attachment C, The Payment Schedule.

Owner Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Date)

**ATTACHMENT H:**

**FINAL RETROFIT ACCEPTANCE CERTIFICATE**

Project Name \_\_\_\_\_

Agreement Effective Date:

Customer: \_\_\_\_\_

To: Veregy

This letter is to serve as the Final Retrofit Acceptance Certificate for the project stated above. Upon signing of the Final Retrofit Acceptance Certificate, CUSTOMER agrees that Contractor during the commissioning period has proven that all construction scope of work has performed to the energy and operational savings expectations described in Attachment E of the contract. Also, upon signing of the Final Retrofit Acceptance Certificate, CUSTOMER and Contractor agree that the "First Guarantee Year" will commence beginning on the first (1st) day of the month following the signing date of the Final Retrofit Acceptance Certificate. At the end of each "Guarantee Year", Contractor will supply CUSTOMER with a "Guaranteed Energy Savings Contract Annual Savings Report" (GESC Annual Savings Report) that will detail the energy and operational savings for the Guarantee Year. Per IC 36-1-12.5, the GESC Annual Savings Report shall be signed by both CUSTOMER and Contractor and submitted to the Indiana Department of Local Government Finance.

CUSTOMER:

CONTRACTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTACHMENT I

FORM ALLOCATION OF SECTION 179D DEDUCTION

<b>ADDRESS OF GOVERNMENT-OWNED BUILDING:</b>	
Project Name:	
Project Street:	
Project City, State & Zip Code:	
<b>AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE GOVERNMENT-OWNED BUILDING:</b>	
Owner Name:	
Representative Name:	
Representative Title:	
Representative Street Address:	
Representative City, State & Zip:	
Representative Phone Number:	
<b>AUTHORIZED REPRESENTATIVE OF DESIGNER RECEIVING THE ALLOCATION OF THE SECTION 179D DEDUCTION:</b>	
Designer Name:	
Representative Name:	
Representative Title:	
Representative Street Address:	
Representative City, State & Zip:	
Representative Phone Number:	
<b>PROJECT COST:</b>	
<b>DATE PROJECT PLACED IN SERVICE:</b>	
<b>AMOUNT OF SECTION 179D DEDUCTION ALLOCATED TO THE DESIGNER:</b>	
Building Envelope:	
Lighting System:	
HVAC System:	
TOTAL:	

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct and complete.

AUTHORIZED REPRESENTATIVE OF  
OWNER OF GOVERNMENT-OWNED BUILDING:

AUTHORIZED REPRESENTATIVE OF  
DESIGNER:

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

**ATTACHMENT J:**

**O&M SERVICES**

**AGREEMENT TO PROVIDE  
Solar Operation and Maintenance (O&M) Services (“Agreement”)**

**For**

**Quincy Regional Airport**

1645 IL-104

Quincy, IL 62305

**Solar Array Specifications:**

A 461.2 kW solar array, interconnected with Quincy Regional Airport’s electric Service.

## **PURPOSE OF AGREEMENT**

Veregy Group (“Operator”) is pleased to offer our assistance to Quincy Regional Airport (“Customer”). This agreement outlines the Solar Operation and Maintenance O&M services being provided by Operator for the Customer. The system and sites are as listed in ATTACHMENT A “Scope of Work”

### **1. INSPECTION SERVICES**

Complete inspection, system maintenance, and recommissioning services at the end of each Guarantee Year of this Agreement term as detailed below. Reporting of inspection findings, required repairs, and repair recommendations, including estimated costs for each maintenance visit. As part of Operator’s system maintenance, the following services (“Basic Services”) will be completed and reported to the Customer within 30 days after each Guarantee Year.

#### **a) Visual Inspection**

- a. Visually inspect structures, arrays, and enclosures for excessive wear, damage, defects, rust/corrosion, water or rodent intrusion, etc.
- b. Verify new and/or existing shade concerns for the photovoltaic array.
- c. Verify module cleanliness and/or soiling issues; perform washing if requested by Customer (at an additional cost).
- d. Verify that all signage and placards are firmly attached and legible.
- e. Verify condition of all wall & pad mounted switchgear, meters and inverters for corrosion and security of attachment to wall/structure/pad, etc. Note any new access issues.
- f. Verify condition of ac and dc disconnect(s).
- g. Confirm that the system is online and that the output is at the expected level.
- h. Confirm that the monitoring system is in service and functioning properly.

#### **b) Photo Documentation**

- a. Take digital photos of all major system components.
- b. Document existing condition soiling of solar modules.
- c. Submit digital images along with checklist and other documentation following visit.

#### **c) Array – Structure & Modules**

- a. Complete inspection of array.
- b. Inspect and tighten structure ground bonding straps/fasteners.
- c. Verify secure module attachment by random torque testing or visual test.
- d. Verify condition of racking hardware connections, splices, etc. Sample torqued racking hardware to verify minimum hand-tight.
- e. Verify condition of inter-module array wiring for aging and corrosion.
- f. Inspect visible random sampling of wiring connections.
- g. Inspect visible conduit system.

#### **d) Electrical Connection – Inverters & Combiner Box**

- a. Verify condition of inverters.
- b. Note condition of all circuit boards and electrical components.
- c. Check Voc & Isc of all strings (if required).
- d. Verify that all manufacturer updates and service bulletins have been performed.
- e. Coordinate inverter manufacturer service, if necessary.
- f. Perform electrical connection torque tests.

- g. Inspect and clean heatsink, if applicable.
- h. Inspect and clean inverter exhaust fan and vents (if applicable).
- i. Inspect and tighten connectors and lugs (inverter, transformer, disconnects).
- j. Oil and lubricate disconnects.
- k. Check all fuses for cleared fuse and replace any cleared fuses.
- l. Verify condition of wire transition junction boxes for weatherproofing, corrosion, and security of internal wiring connections.
- m. Verify condition of all DC and AC conduits and connections.
- n. Verify interior and exterior condition of DC combiner box(es).

**e) Data Acquisition System (“DAS”)**

- a. Clean all instrumentation and sensors and lubricate moving parts (if applicable). Inspect and tighten connections.
- b. Check input signals.
- c. Confirm that pyranometer/sensor is aligned with the plane of the PV array (if applicable).
- d. Log kWh readings from Inverters to meters, and compare data in a 24-hour increment to monitoring system to verify proper calibration of meters and monitoring system (if applicable).
- e. Check calibration of the weather station instruments, as necessary (if applicable).

**2. OPERATOR’S MONITORING SERVICES**

- a) Through the DAS software platform, System alarms, operating data and performance parameters can be viewed in real time, recorded, and archived to support a System. On a daily basis Operator shall monitor and react to any DAS generated notifications or alarms. The alarms generated by the DAS are classified by their urgency as a High Priority Alarm, Alarm or Low Priority Alarm. Operator will react to any performance issues or System faults within 72 hours upon detection and provide a recommended course of action to the Customer (if required). Customer will have fourteen (14) days to respond to the Operator as to whether to proceed with the recommended course of action.
- b) Through the DAS, Operator shall review overall production and operating conditions of each project on a weekly basis. As a general rule, Low Priority Alarms do not represent conditions that are either damaging to a system or that significantly reduces system output. As such, Operator shall use information gathered during weekly monitoring of a system in conjunction with the monitoring of Low Priority items to decide when corrective measures must be instituted to assure that the DAS is fully functional and a system’s electrical output does not drop below the expected output (as modeled in the DAS and in accordance with the Schedule of Savings). When such conditions of continuously low electrical output occur, Operator shall follow through with corrective measures in the same format used when responding to a High Priority Alarm.
- c) High Priority Alarms represent conditions that are either causing damage to a system or that are significantly reducing the electrical output of a system. Upon the occurrence of a High Priority Alarm, the DAS generates an Event Notification that is automatically delivered to Operator via email.
- d) Upon receiving an Event Notification, Operator shall initiate the Work Order process. Operator shall travel to and from the Site as necessary in response to High Priority Alarms and the resulting Event Notification, shall investigate the cause of such alarm, and promptly develop a Corrective Action Plan to affect system repair and communicate to the Customer as necessary. In the event that a System repair is the subject of an equipment or manufacturer warranty, Operator shall provide system repairs through the equipment manufacturer pursuant to the requirements of Section 3 “Equipment Warranty Maintenance and

Enforcement". In the event that system repair requirements are not the subject of an equipment or manufacturer warranty or system warranty, Operator shall provide to Customer a Corrective Action Plan which includes Operator's cost estimate and schedule to perform the necessary repairs as Additional Services.

- e) To help ensure that system performance is maintained at the highest possible level, Operator shall, at a minimum, provide 24/7 monitoring for High Priority Alarms and provide complete monitoring services on the DAS, and Customer shall provide access to a point of contact at the Site during business hours. Whenever possible, major System work (events where System needs to be shut down) will occur at night in order to reduce impacts on system availability and output.

### **3. EQUIPMENT WARRANTY MAINTENANCE AND ENFORCEMENT**

- a) Operator shall monitor, maintain, and perform all preventive maintenance as specified by system equipment manufacturers to assure that all requirements necessary to maintain the validity of system equipment warranties are upheld and warranties are not voided. This shall include all testing, reporting, coordination, and communication with the manufacturer as well as submitting all required information and forms and managing/performing the required corrective maintenance to return a System to full electrical output.
- b) In the event of a system malfunction or failure which is the subject of a warranty claim, Operator, on behalf of Customer, shall take all actions necessary to submit and enforce the warranty claim. It shall be Operator's responsibility as part of the Basic Services to expedite and manage the corrective actions performed by the manufacturer under the warranty claim.

### **4. SYSTEM PERFORMANCE REPORTING**

- a) Through the use of the DAS software platform, Operator shall provide a printout of system performance for the last 12 months of system operation ("System Performance Report"). The system Performance Report shall in graphical form compare the actual/measured monthly kWh output to both the forecast/expected kWh output and the weather-adjusted/modeled kWh output. Operator shall provide a brief analysis concerning the circumstances occurring when actual kWh output does not favorably compare with the forecast and weather-adjusted outputs. Operator shall submit the System Performance Report to Customer within 30 business days after each Guarantee Year following the Final Retrofit Acceptance Certificate.

### **5. SCOPE ASSUMPTIONS AND CLARIFICATIONS**

- a) This Scope of Work is based on the assumption that unfettered access to any work areas and sites will be provided to Operator.
- b) Coordination with appropriate staff for updates and information gathering as necessary.
- c) Additional tasks as requested by the Customer above and beyond this scope are billable.
- d) Operator will not perform Additional Services without prior authorization from the Customer.

### **6. SCOPE EXCLUSIONS**

The following exclusions have not been estimated in the above Scope of Work:

- a) Warranty, repair, and/or upgrades to the control and mechanical or electrical systems and system components installed at Customer Sites.
- b) Overtime labor, provided such overtime has been previously approved by Customer.
- c) Unscheduled maintenance and/or repairs and vegetation control are excluded. Cost per truck roll will be invoiced at time and materials (T&M) rate listed in the "2020 Hourly Rate Schedule" and dispatched per Customer's request.
- d) System wash is excluded. Cost per system wash is estimated and listed in the "2020 Hourly Rate Schedule", however Operator will provide a formal quote prior to it being scheduled at Customer's request.
- e) Repairs of damage caused by anything outside of Operators control (e.g., vandalism, extreme weather events, Acts of God, ect.)
- f) Any and all other items not specified in this scope.

**7. INSURANCE**

- a) At all times relevant to this Agreement, Operator shall maintain (and shall cause its independent subcontractors to maintain), with a company or companies licensed or qualified to do business in the state in which the Site is located and rated A / VIII or above by A.M. Best, the following insurance coverage:
  - 1) Workers' compensation insurance in compliance with appropriate federal and state laws of the state in which the Site is located, and employer's liability insurance with a limit of not less than \$1,000,000 per accident or disease for each employee;
  - 2) Commercial general liability insurance, occurrence form, including, but not limited to, contractual coverage for all of the provisions or this Agreement, with limits of not less than \$2,000,000 per occurrence and in the aggregate, \$2,000,000 products and completed operations aggregate; and \$1,000,000 personal injury and advertising injury per offense;
  - 3) Automobile liability insurance, including vehicles owned, hired and non-owned, with a combined single limit of not less than \$1,000,000 per accident;
  - 4) Excess liability insurance, umbrella form, shall carry coverage in excess of the limits provided for in the above policies (except workers compensation and employers liability insurance), with a limit of not less than \$5,000,000.

**8. SERVICES TERM SUMMARY:**

- a) Services will be implemented for a term of: **[ 1 YEAR ]**
- c) The Service shall start at the beginning of the First Guarantee Year. The Annual Service Fee is **Two thousand, Six Hundred, Six Hundred and Twelve Dollars (\$2,611.00)**.
- d) The annual Service Fee shall start on the first day of the first Guarantee Year. The annual Service Fee will be invoiced at the beginning of each Guarantee Year, and all payments under this agreement will be due and payable within thirty (30) calendar days from date of invoice (i.e. Net 30). The O&M Services Agreement will automatically renew each year with a 2.5% escalation.



**2020 HOURLY RATE SCHEDULE**

<b><u>Maintenance Services</u></b>	
Lead Technician	[\$115.00]
Electrician	[\$110.00]
Laborer	[\$95.00]
Drive	[\$75.00]
<b><u>Professional and Technical Services</u></b>	
Project Manager/Engineer	[\$135.00]
Project Assistant	[\$120.00]

**Other Costs**

1. Cost per truck roll will be invoiced at time and materials (T&M) rate listed above and dispatched per Customer's request.
2. Cost per System wash is estimated to be \$1.50/module and will be scheduled per Customer's request.
3. Daily/Saturday Overtime will be billed at 1.5 times the hourly rates. Sunday/Holiday Overtime will be billed at 2 times the rates.
4. Direct Expenses (non-equipment) will be billed at cost plus 20%.
5. Mileage will be billed at the published IRS mileage rates in effect.
6. Travel time to and from Customer sites will be billed at hourly rates shown above.
7. Additional Charges such as fuel surcharge, materials, consumable items may be added.
8. Federal published per diem rates (GSA) will apply if applicable.
9. Subcontractors will be billed at invoice price plus 15%.
10. Rates will escalate at 2.5% per calendar year.

**ATTACHMENT K:**

**M&V SERVICES**

**Veregy Group  
16647 Chesterfield Grove Road, Suite 200  
Chesterfield, MO 63005**

**Quincy Regional Airport  
1645 IL-104  
Quincy, IL 62305**

**Guaranteed Energy Savings Project**

**MEASUREMENT AND VERIFICATION SERVICES**

**1.0 Scope of Services**

**1.1 Inclusions**

Veregy Group (“Operator”) shall perform each of the services listed below in this Attachment K:

1.1.1 As it pertains to energy production projects, regular calculations of system performance via energy production data and weather adjustments.

1.1.2 As it pertains to energy production projects, dispatching of service as related to system performance calculations as described in section 1.1.1 of Attachment K.

1.1.3 Energy and dollar savings calculations as pertains to and described in Attachment E “Schedule of Savings” at the end of each Guarantee Year.

1.1.4 Customer may request of Operator preliminary energy and dollar savings reports before the conclusion of a Guarantee Year one (1) time per Guarantee Year; each additional request may be subject to a \$350 charge.

**1.2 Exclusions**

Operator is not expected to perform each of the services listed below in this Attachment K:

1.2.1 Attend or present at any meetings involving the general public, including, but not limited to, board meetings, etc.

**3.0 Payment and Terms of Service**

**3.1 Fee of Service**

The annual Measurement and Verification Service Fee shall be 2% of each Guarantee Year’s Energy Savings Guarantee as described in Attachment E “Schedule of Savings”. Any Operational Savings described in Attachment E “Schedule of Savings” will not be used in the 2% Measurement and Verification Service Fee.

**3.2 Payment**

The annual Measurement and Verification Service Fee shall start on the first day of the first Guarantee Year. The annual Measurement and Verification Service Fee will be invoiced at the beginning of each

Guarantee Year, and all payments under this agreement will be due and payable within thirty (30) calendar days from date of invoice (i.e. Net 30).

### 3.3 Cancellation of Service

Measurement and Verification Service may be cancelled at any time at the sole discretion of Customer. Upon written notice by Customer as to the cancellation of Measurement and Verification Service, the current Guarantee Year and all subsequent Guarantee Years shall be deemed STIPULATED and FULFILLED entirely by Operator. A formal letter from Operator will be sent to Customer detailing the change from a measured to a stipulated guarantee.

# Prepaid Solar Agreement

Property owner: Quincy Regional Airport

Address: 700 Maine Street,  
Quincy, IL 62305

Installation Location: 1645 IL-104,  
Quincy, IL 62305

## Terms

\$ 1,427,744

System Installation Cost

\$ 1,213,582

Your Prepaid Not to Exceed Payment

15%

Total Cost Discount

6 Years

Initial Term of Agreement

## Our Promises

(As specified in the agreement)



**Insurance, repair and maintenance** of the System (including the inverter) is included at no cost to you (see Section 4).



**Web-enabled monitoring** will be available at no additional cost to you.

## Your Options

(As specified in the agreement)



**If you move**, you may (i) transfer this agreement to the new Property buyer (subject to credit approval).

## 1. Introduction

This Solar Agreement (this "Agreement") is the agreement between the City of Quincy, Illinois, an Illinois home rule municipal corporation ("you") (which includes Property owner and any Co-Owner listed above, together, successors and permitted assigns) and Balance Solar Fund XXII, LLC, an Illinois limited liability company (together with its successors and assigns, "Solar Provider" or "we"), to install the 461 kW ground mount solar panel system (the "System") described below. The System will be installed at the installation location address listed above by an installation contractor (the "Installer") (or its subcontractors or agents) according to an installation agreement between Solar Provider and Installer (the "Installation Agreement"). You are responsible for providing the Solar Provider 85% of the total System cost, in a not to exceed amount of \$1,213,582, which represents the value of power generated by the system over the term of the agreement and which power will be delivered to you at no additional cost over the initial term, and any extension thereof, of this Agreement. In the event that the cost of the System exceeds \$1,427,744 as a result of a Force Majeure Event<sup>1</sup>, the Solar Provider will promptly notify you of any such cost increase and the not to exceed amount of \$1,213,582 will be adjusted, but in no event will any such adjustment exceed 85% of the total adjusted System cost ("Adjusted Amount"). Solar provider will be solely responsible for the rest of the system cost. This Agreement will not be effective unless and until it is signed by you, Solar Provider, and the Installer. This Agreement will refer to the installation location address you listed above as the "Property". This Agreement is up to [fifteen (15)] pages long and has up to two (2) Exhibits depending on the state where you live. Solar Provider provides you with a Limited Warranty (the "Limited Warranty"). The Limited Warranty is attached as [Exhibit 2](#). This is a legally binding agreement, so please read everything carefully including all of the exhibits. You also represent that you are the owner of your Property and, if there are any other owners, each owner of the Property has co-signed this Agreement or you are signing on all other owners' behalf. If you have any questions regarding this Agreement, please ask the sales consultant who has provided this Agreement.

## 2. Term

Solar Provider agrees to sell you all of the power produced by the System for 6 years (72 months) for a prepaid fee equal to 85% of the total System cost, or Adjusted Amount, in a not to exceed amount of \$1,213,582, or Adjusted Amount. In no event will you be required to pay for any power produced by the System after the pre-payment not to exceed amount of \$1,213,582, or Adjusted Amount, over the 6 year term of this Agreement and any extension thereof. Solar Provider will maintain ownership of the System for 6 years (72 full calendar months). We refer to this period of time as the "Term." The Term begins on the In-Service Date. The "In-Service Date" is the first day after all of the following have been achieved: (i) the System is installed and is capable of generating Power, (ii) the System has been interconnected with the local utility's electric grid, and (iii) all inspections, permits, back-up documentation, and certificates required under applicable law or by the local utility (e.g. "permission to operate") have been provided to Solar Provider. Solar Provider or the Installer will notify you by email or mail when your System is ready to be turned on.

## 3. System Description

The System shall include the photovoltaic modules, the inverter, mounting system, monitoring system, electric meter and other related equipment; all as depicted on the Johnson Melloh Solutions as-built construction plans.

## 4. Additional Obligations

(a) **System Construction.** The System will be installed at the Property by the Installer pursuant to the Installation Agreement.

(b) **Repair, Insurance and Solar Provider's obligations.** Solar Provider agrees to ensure that the System will be repaired pursuant to the Limited Warranty by service providers licensed according to applicable law, and reasonably cooperate with you when arranging repairs.

(c) **Property Renovations or Repairs.** If you want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof/ground where the System is located), you may only remove and replace the System pursuant to the Limited Warranty during the term for a 30-day period at your written request, this will be defined as the **Roof/Ground Repair Holiday**. In the event that the System is removed, you will promptly reinstall the System to avoid a tax credit recapture, as provided in IRS Form 4255. To request a Roof/ground Repair Holiday, send Solar Provider a written notice as required under the Limited Warranty.

(d) **System and Property Maintenance.** You agree to: (i) only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made; (ii) not do anything to the System that invalidates or voids the Limited Warranty; (iii) be responsible for any conditions at your Property that affect the installation (e.g. blocking access to the roof or removing a tree that is in the way); (iv) not remove any markings or identification tags on the System; (v) permit a service provider retained by Solar Provider, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary; (vi) use the System primarily for personal, family or business purposes; (vii) not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property; (viii) notify Solar Provider promptly if you think the System is damaged or appears unsafe; if the System is stolen; and prior to changing your utility provider; (ix) have anyone who has an ownership interest in your Property sign this Agreement or have this Agreement signed on any such person's behalf; (x) return any documents we send you for signature (like incentive claim forms) within seven (7) days of receiving them; (xi) maintain and make available, to the extent necessary to transmit data for monitoring the System, at your cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s). See Section 2(c) of the Limited Warranty for

<sup>1</sup> As defined in Section 5.2 of the Veregy Agreement with the City of Quincy, with a Date of Submission on December \_\_\_\_, 2021.

details. If Solar Provider's agents use Your Internet connection to transmit System performance data, in doing so, they may have access to your personal information. Solar Provider will take reasonable efforts to protect your privacy, but you agree that Solar Provider and its agents may use your personal information as allowed by law;

(f) **Insurance.** You shall insure the System against all damage or loss unless (i) that damage or loss is caused by your gross negligence; or (ii) you intentionally damage the System. You are required to add the System to your insurance policy and name Solar Provider as the beneficiary. Solar Provider is responsible for reimbursing you for any increase in insurance expenses and you can elect to obtain any such reimbursement from Solar Provider in Year 1 of this Agreement as a single full reimbursement or paid equally year to year over the Term of this Agreement. You will be responsible for providing a copy of your insurance policy to Solar Provider annually. Upon damage or destruction to the System, you will not be entitled to receive or retain any insurance proceeds.

(g) **Estimated Taxes.** The Solar Provider has no responsibility to you for any increased real property taxes you may be subject to as a result of the installation of the System. If this Agreement contains a purchase option, you agree to pay any applicable tax on the purchase price for the System. You also agree to pay any applicable personal property taxes on the System that your local jurisdiction may levy. These may or may not be invoiced.

(h) **No Alterations.** You agree that you will not make any modifications, improvements, revisions or additions to the System or take any other action that could void the Limited Warranty on the System without Solar Provider's prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be Solar Provider's property.

(i) **Access to the System.**

(i) You grant to Solar Provider and its employees, agents, service providers and contractors the right to reasonably access, subject to all necessary security protocols and procedures, all of the Property as necessary for the purposes of (A) operating, owning, repairing, removing and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System; (B) enforcing Solar Provider's rights as to this Agreement and the System; (C) using and maintaining electric lines, inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; or (D) taking any other action necessary in connection with the operation, maintenance, removal or repair of the System. Solar Provider shall provide you with reasonable notice of its need to access the Property whenever commercially reasonable.

(ii) During the time that Solar Provider has access rights you shall ensure, subject to all necessary security protocols and procedures, that its access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access. You agree that the System is the personal property of the Solar Provider and not a fixture, but Solar Provider has the right to file any UCC-1 financing statement or fixture filing that confirms its interest in the System. Solar Provider may file any other notices permitted or required by law with respect to the System. Solar Provider may assign such filings and any assignee may also file UCC-1 financing statements and/or real property fixture filings related to the System. In property sale situations, or if you are attempting to re-finance your mortgage, your mortgage provider or lender may require the UCC-1 financing statement or fixture filing to be temporarily removed. If this occurs, you agree to pay for any associated costs (estimated to be \$250 as of the date this Agreement was issued; amount subject to change).

(j) **Indemnity.** To the extent of your available general casualty insurance coverage, and subject to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, and all available defenses therein, 745 ILCS 10/1-101 et seq., as amended from time to time ("Tort Immunity"), you shall indemnify, defend, protect, save and hold harmless Solar Provider, its employees, officers, directors, agents, financing partners, successors and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from (i) your gross negligence or willful misconduct or (ii) your failure to comply with any of the terms of this Agreement; provided, that nothing herein shall require you to indemnify Solar Provider for its own and its employees', agents', service providers', contractors', subcontractors', materialmen, or representatives' gross negligence or willful misconduct or for Solar Provider for its own and its employees', agents', service providers', contractors', subcontractors', materialmen, or representatives' failure to comply with any of the terms of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement.

## 5. Conditions Prior To Installation Of The System

(a) **Amendments.** Solar Provider may terminate this Agreement if, in our reasonable judgment, the installation of the System will not occur within 150 days of the date of this Agreement being fully executed by all parties for reasons beyond our reasonable control. You authorize Solar Provider to make corrections to the utility paperwork to conform to this Agreement or any amendments to this Agreement we both sign.

## 6. Warranty

YOU UNDERSTAND AND AGREE THAT THE SYSTEM IS WARRANTED UNDER THE LIMITED LIABILITY WARRANTY ATTACHED AS EXHIBIT 2. YOU HEREBY TRANSFER TO SOLAR PROVIDER THE WARRANTY PROVIDED BY INSTALLER IN ITS CONTRACT WITH YOU, IF PERMITTED. FURTHER, YOU HEREBY TRANSFER TO SOLAR PROVIDER AND SOLAR PROVIDER AGREES TO BE BOUND BY THE TERMS OF THE WARRANTIES FROM THE SYSTEM COMPONENTS MANUFACTURERS. UPON THE EVENT IN SECTION 9 BELOW, SOLAR PROVIDER HEREBY TRANSFERS BACK TO YOU THE INSTALLER AND MANUFACTURERS WARRANTIES REFERENCED ABOVE.

## 7. Transfer Of System If Dissolution of LLC

We shall transfer the System to you without any cost whatsoever to you prior to the initiation of the process of dissolution of the Limited Liability Company (LLC) of Solar Provider.

## 8. Ownership Of The System; Tax Credits

You agree that the System is Solar Provider's personal property under the Uniform Commercial Code. You understand and agree that this is not a contract to sell or lease the System to you, except as provided in Section 9 below. Solar Provider owns the System for all purposes, including any data generated from the System, which data will be subject to the provisions of the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, as the same may be amended from time to time. You shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by Solar Provider, and shall at your expense protect and defend Solar Provider against the same. You will retain a security interest in the System.

YOU UNDERSTAND AND AGREE THAT ANY AND ALL FEDERAL TAX CREDITS ASSOCIATED WITH THE SYSTEM, ARE THE PROPERTY OF AND FOR THE BENEFIT OF SOLAR PROVIDER, USABLE AT ITS SOLE DISCRETION. SOLAR PROVIDER SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REASONABLY COOPERATE WITH SOLAR PROVIDER SO THAT IT MAY CLAIM ANY FEDERAL TAX CREDITS. THIS MAY INCLUDE, TO THE EXTENT ALLOWABLE BY LAW, ENTERING INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, APPLICATIONS FOR REBATES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS. YOU DO NOT REPRESENT OR WARRANT THAT WE WILL BE ABLE TO CLAIM ANY FEDERAL TAX CREDITS OR IF AVAILABLE, THE AMOUNT OF ANY SUCH FEDERAL TAX CREDITS. THE DISCOUNT PROVIDED TO YOU IN SECTION 1 IS NOT CONTINGENT ON OUR ABILITY TO CLAIM ANY FEDERAL TAX CREDITS OR A CERTAIN AMOUNT OF FEDERAL TAX CREDITS, AND WE WILL NOT REVERSE SUCH DISCOUNT FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, ANY BREACH OF THIS AGREEMENT.

## 9. End Of Term Requirements

System Purchase - Solar Provider is required to sell you the system at fair market value at the end of the Term.

## 10. Selling Your Property

(a) If you sell your Property, you can:

(i) **Transfer this Agreement.** If the person buying your Property meets Solar Provider's credit requirements, and where permitted by the local utility, the person buying your Property can sign a transfer agreement assuming all of your rights and obligations under this Agreement.

(ii) **Approved Financing Transfer Fee.** If the person(s) buying your property applies to transfer the Agreement as detailed in option (i) and does not meet Solar Provider's credit requirements, but provides proof that they have qualified for a mortgage loan to finance the purchase of your Property, then you or the person(s) buying your property may pay a \$250 fee in order to be eligible to transfer this Agreement.

(b) You agree to give Solar Provider at least fifteen (15) days but not more than three (3) months' prior written notice if you want someone to assume your obligations under this Agreement. In connection with this assumption, you, your approved buyer and Solar Provider shall execute a written transfer of this Agreement. Unless we have released you from your obligations in writing, you are still responsible for performing under this Agreement. If your buyer defaults on the obligations in this Agreement and we have not yet signed the transfer agreement, you will be responsible for their default. We will release you from your obligations under this Agreement in writing once we have a signed transfer agreement with the person buying your Property (provided such person has been approved as a transferee by Solar Provider in writing).

(c) If you sell your Property and can't comply with any of the options in subsection (a) above, you will be in default under this Agreement. Section 12(a) includes a Property sale by your estate or heirs.

(d) Solar Provider will not prohibit the sale, conveyance or refinancing of the Property. In connection with the sale or refinancing of your Property, you may require us to temporarily remove the fixture filing, if applicable, at your cost and with your written request. Solar Provider will thereby remove the fixture filing and re-file the fixture filing following the closing of the sale or refinancing, each at your cost. Solar Provider shall explain the fixture filing to any subsequent purchasers of the Property and any related lenders as requested by you. Solar Provider shall also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Property. In the event of a foreclosure on the Property, your lender has the right (but not the obligation) to take ONE of the following actions upon reasonable notice to Solar Provider: (i) terminate the Agreement and require that Solar Provider remove the System (in which case Solar Provider shall remove the System consistent with Section 4 of the Limited Warranty); (ii) require transfer of the Agreement under Section 12 to a subsequent purchaser of the Property.

(e) EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT LEASE, SUBLEASE, ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THE SYSTEM OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT.

## 11. Loss Or Damage

(a) You will be responsible for loss and damage to the System caused by you or anyone you invite onto the Property, regardless of whether or not you or your invitee act intentionally. Solar Provider will otherwise bear the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this Agreement, no loss, damage, theft or destruction will excuse you from your obligations under this Agreement.



(b) If there is loss, damage, theft, destruction or a similar occurrence affecting the System, and you are not in default of this Agreement, you agree to cooperate with Solar Provider, at Solar Provider's sole cost and expense, to have the System repaired or replaced pursuant to the Limited Warranty. In cases where we bear the risk of loss, our sole obligation to you will be to arrange to repair or replace the System to the extent required by the Limited Warranty. In the event that your Property is damaged by faulty installation, malfunction, or other manufacturing defects, the Solar Provider will cover the damages through a general liability insurance policy, in accordance with the Limited Warranty.

## 12. Limitation Of Liability

(a) No Consequential Damages.

SOLAR PROVIDER'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. Actual Damages.

Except for claims under Section 4(j), neither party's liability to the other will exceed an amount equal to the maximum amount that could be payable by you under Section 6(c) of the Limited Warranty. Damages to your Property, belongings or property resulting from the installation or operation of the System are covered in Section 6(c) of the Limited Warranty.

(c) Limitation on City Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE CITY'S LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT WILL BE STRICTLY LIMITED TO THE EXTENT OF ANY AVAILABLE GENERAL CASUALTY INSURANCE COVERAGE AND SUBJECT TO TORT IMMUNITY.

## 13. Default

You or we will be in default under this Agreement if any one of the following occurs: (a) Subject to Force Majeure<sup>2</sup>, you or we fail to perform any material obligation that has been undertaken in this Agreement (which includes doing something you or we have agreed not to do, like alter the System) and such failure continues for a period of fourteen (14) days after written notice; (b) you or we have provided any false or misleading financial or other information to obtain this Agreement;

(c) you or we assign, transfer, encumber, sublet or sell this Agreement or any part of the System without your or Solar Provider's prior written consent; or (d) you or we make an assignment for the benefit of creditors, admit in writing insolvency, file or have filed a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent or undertake or experience any substantially similar activity. (e) Solar Provider will be in default if we fail to provide insurance and maintenance of the system during the Term.

## 14. Remedies In Case Of Default

If this Agreement is in default, and subject to Force Majeure you or we may take any one or more of the following actions. If the law requires you or Solar Provider to do so, you or Solar Provider will give notice and wait any period of time required before taking any of these actions. You or Solar Provider may: (a) terminate this Agreement; (b) suspend performance under this Agreement; (c) take any reasonable action to correct default of you or Solar Provider or to prevent loss; (d) require, at the defaulters expense, to return the System or make it available in a reasonable manner; (e) proceed, by applicable law or arbitration, to enforce performance of this Agreement and to recover damages for breach from you or Solar Provider; (f) turn off or take back the System by legal process or self-help, but you or we may not disturb the peace or violate the law; (g) report such non-operational status of the System to your utility, informing them that you are no longer net metering; (h) charge you or Solar Provider a reasonable reconnection fee for reconnecting the System to your utility or turning your System back on after disconnected or turn off the System due to default by you or Solar Provider; (i) use any other remedy available in this Agreement or by law; or (j) sell the electricity generated by the Solar System to a third party. Defaulter agrees to repay for any reasonable amounts paid to correct or cover default. Defaulter agrees to reimburse any costs and expenses incurred relating to the System's return resulting from early termination. By choosing any one or more of these remedies, you or Solar Provider does not give up its right to use another remedy. By deciding not to use any remedy should this Agreement be in default, you or Solar Provider does not give up its right to use that remedy in case of a subsequent default.

## 15. Applicable Law; Arbitration

Choice of Law: This Agreement, and any claims, matters or obligations arising out of or related to this Agreement or any services provided to the Client, including, but not limited to, claims arising in contract, tort, fraud, under statute or otherwise, shall be governed by and construed in accordance with the laws of the State of Illinois as if this Agreement was entered into, and was to be entirely performed within, the State of Illinois without giving any effect to any contrary choice of law or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

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<sup>2</sup> See Section 5 of Limited Warranty in Exhibit 2 to this Agreement for definition of "Force Majeure".

The laws of the state where your Property is located shall govern this Agreement without giving effect to conflict or choice of laws principles. You and ~~We agree that any dispute, claim, controversy or disagreement between only us, and not otherwise including a third party, arising out of or relating to~~ this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate (a "Dispute") shall be resolved exclusively by arbitration.

The arbitration will be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures (the "Rules") by a single neutral, independent and impartial arbitrator. If the arbitrator is not agreed on by the parties within thirty (30) days of the commencement of the arbitration, JAMS shall appoint the arbitrator in accordance with its rules. Subject to the limitations of liability in this Agreement, judgment on any award may be entered in any court having jurisdiction. Subject to the limitations of liability in this Agreement, this clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either party may initiate the arbitration process by filing the necessary forms with JAMS. To learn more about arbitration, you can call any JAMS office or review the materials at [www.jamsadr.com](http://www.jamsadr.com). Any arbitration hearing shall be held in a location convenient to your Property as agreed upon by the parties or determined by the arbitrator if no agreement can be reached.

If you initiate the arbitration, you will pay all of the filing fees and all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. We will each bear all of our own attorney's fees and costs except that you are entitled to recover your attorney's fees and costs if you prevail in the arbitration and the award you receive from the arbitrator is higher than Solar Provider's last written settlement offer. When determining whether your award is higher than Solar Provider's last written settlement offer your attorney's fees and costs will not be included.

Only Disputes involving you and Solar Provider may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If either of us arbitrates a Dispute, neither of us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or our behalf in any litigation in any court. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and Solar Provider.

The arbitrator shall have the authority to award, subject to the limitations on liability set forth in this Agreement, any legal or equitable remedy or relief that a court could order or grant under this agreement. The arbitrator, however, is not authorized to change or alter the terms of this agreement or to make any award that would extend to any transaction other than yours. In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages or any incidental, indirect or consequential damages, and the parties waive any right to recover any such damages. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES ARISING BETWEEN ONLY US, AND NOT OTHERWISE INVOLVING A THIRD PARTY, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE JAMS STREAMLINED ARBITRATION RULES AND PROCEDURES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE (AS DEFINED ABOVE). THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

Notwithstanding anything to the contrary in this Section 15, the arbitration provisions will not apply to any dispute between Solar Provider and you arising out of the Limited Warranty in Exhibit 2 to this Agreement.

## 16. Waiver

Any delay or failure of a party to enforce any of the provisions of this Agreement, including but not limited to any remedies listed in this Agreement, or to require performance by the other party of any of the provisions of this Agreement, shall not be construed to (a) be a waiver of such provisions or a party's right to enforce that provision; or (b) affect the validity of this Agreement.

## 17. Notices

All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed or sent via PDF as an original document.

## 18. Counterparts

This Agreement may be executed in multiple counterparts, including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically, and each such executed counterpart (and any copy of an executed counterpart that is an electronic record) shall be deemed an original of this Agreement.

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## 19. Amendments Contract ID: 1172

This Agreement may only be amended by a writing signed by the parties hereto, or by an electronic record that has been electronically signed by the parties hereto and has been rendered tamper-evident as part of the signing process. The exchange of email or other electronic communications discussing an amendment to this Agreement, even if such communications are signed, does not constitute a signed electronic record agreeing to such an amendment.

## 20. Use Of Electronic Records And Signatures

You will be provided a copy of this Agreement at the time of its execution by both parties. Electronic records and signatures may be used in connection with the execution of this Agreement. Each electronic counterpart and electronic copy of this Agreement is just as legally valid and enforceable as if it was a counterpart executed on paper using a handwritten signature. At the Solar Provider's discretion, the authoritative electronic copy of this Agreement ("Authoritative Copy") may be converted to paper and marked as the original by the Solar Provider (the "Paper Original"). Unless and until the Solar Provider creates a Paper Original, the Authoritative Copy of this Agreement: (1) shall at all times reside in a document management system designated by the Solar Provider for the storage of authoritative copies of electronic records, and (2) is held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Original, the parties hereto acknowledge and agree that: (a) the electronic signing of this Agreement also constitutes issuance and delivery of the Paper Original, (b) the electronic signature(s) associated with this Agreement, when affixed to the Paper Original, constitutes legally valid and binding signatures on the Paper Original, and (c) your and our respective obligations will be evidenced by the Paper Original after such conversion.

## 21. Power Purchase Agreement Payments; Amounts

(a) **Power Price.** Solar Provider agrees to sell you all of the power produced by the System for 6 years (72 months) for a prepaid fee of 85% of the total system cost, at a not to exceed amount of \$1,213,582, or Adjusted Amount. In no event will you be required to pay any other costs other than the not to exceed amount of \$1,213,582, or Adjusted Amount, for power produced by the System during the Term of this Agreement, or any extension thereof. **A disclosure of the projected power production of your System (the "Estimated Production Disclosure") will be provided to you once an assessment of the proposed system location has been made.** If you are not satisfied with the projected power production for the System set forth on the Estimated Production Disclosure, you may cancel this Agreement within five (5) business days after you are provided with such Estimated Production Disclosure by sending us written notice as set forth in Section 20 or by using the cancellation notice attached as Exhibit 1.

(c) **Additional Power.** During the Term of this Agreement, you should expect to purchase additional power from your local utility from time to time. Solar Provider will not be in default of this Agreement and will not be responsible for any additional power purchased by you to augment the Power produced by the System.

(d) **Metering.** We will install, at no cost to you, a performance meter to measure the Power output at the interconnection point with the local utility company ("Point of Delivery"). We will collect performance meter data remotely or use our personnel to collect the information and will make the data available to you upon request. You agree to allow our personnel access to your Property to collect such information. You agree not to tamper with, damage or modify the meter in any way. You will be responsible for any damage or inaccuracies in the meter that are caused by you or any other person unrelated to Solar Provider.

## 22. Entire Agreement

This Agreement contains the parties' entire agreement regarding the purchase of power produced by the System. There are no other agreements regarding this Agreement, either written or oral. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

[SIGNATURE PAGE FOLLOWS]

### 23. Notice Of Right To Cancel

YOU MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE FIFTH BUSINESS DAY AFTER THE DATE YOU SIGN THIS AGREEMENT. SEE EXHIBIT 1, THE ATTACHED NOTICE OF CANCELLATION FORM, FOR AN EXPLANATION OF THIS RIGHT.

I have read this Agreement and the Exhibits in their entirety and I acknowledge that I have received a complete copy of this Agreement.

Property owner's Name: City of Quincy,

an Illinois home rule municipal corporation

Signature:

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title:

Email:

Solar Provider: Balance Solar Fund XXII, LLC, an Illinois limited liability company

By [Service Provider], its authorized agent

Signature:

Date: \_\_

Name: \_

Title: \_\_\_\_

Email:

EXHIBIT 1 (SOLAR PROVIDER COPY)  
NOTICE OF CANCELLATION  
STATUTORILY-REQUIRED LANGUAGE

Notice of Cancellation

Date of Transaction \_\_\_\_\_ : The date you signed the Solar Agreement (if two property owners signed on different dates, the date of transaction is the later of the two dates).

You may CANCEL this transaction, without any penalty or obligation, within FIVE BUSINESS DAYS from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller (Solar Provider) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (Solar Provider) at your property address, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (Solar Provider) regarding the return shipment of the goods at the seller's (Solar Provider) expense and risk. If you do make the goods available to the seller (Solar Provider) and the seller (Solar Provider) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (Solar Provider), or if you agree to return the goods to the seller (Solar Provider) and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Solar Provider, Balance Solar Fund XXII, LLC, P.O. Box 49, Lincolnshire IL 60069 NOT LATER THAN MIDNIGHT of the date that is 3 business days from the date you signed the Solar Agreement.

I, \_\_\_\_\_ (Name), hereby cancel this transaction on \_\_\_\_\_ (Date).

\_\_\_\_\_  
(Property owner's signature)

\_\_\_\_\_  
(Co-Owner's signature, if applicable)

EXHIBIT 1 (CUSTOMER COPY)  
NOTICE OF CANCELLATION  
STATUTORILY-REQUIRED LANGUAGE

Notice of Cancellation

Date of Transaction \_\_\_\_\_ : The date you signed the Solar Agreement (if two property owners signed on different dates, the date of transaction is the later of the two dates).

You may CANCEL this transaction, without any penalty or obligation, within FIVE BUSINESS DAYS from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller (Solar Provider) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (Solar Provider) at your property address, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (Solar Provider) regarding the return shipment of the goods at the seller's (Solar Provider) expense and risk. If you do make the goods available to the seller (Solar Provider) and the seller (Solar Provider) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (Solar Provider), or if you agree to return the goods to the seller (Solar Provider) and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Solar Provider, Balance Solar Fund XXII, LLC, P.O. Box 49, Lincolnshire IL 60069 NOT LATER THAN MIDNIGHT of the date that is 3 business days from the date you signed the Solar Agreement.

I, \_\_\_\_\_ (Name), hereby cancel this transaction on \_\_\_\_\_ (Date).

\_\_\_\_\_  
(Property owner's signature)

\_\_\_\_\_  
(Co-Owner's signature, if applicable)

## EXHIBIT 2 LIMITED WARRANTY

### 1. INTRODUCTION

This Limited Warranty (this "Limited Warranty") is Solar Provider's agreement to provide you certain limited warranties on the System. The System will be professionally installed by the Installer at the address you listed in the Solar Agreement. We will refer to the installation location as your "Property". This Limited Warranty begins when the Installer completes the installation of the System at your Property, provided that Solar Provider has countersigned the Solar Agreement. We look forward to helping you produce clean, renewable solar power at your Property.

### 2. LIMITED WARRANTIES

(a) Limited Warranties. Solar Provider warrants the System as follows:

(i) **System Warranty:** During the entire Term, under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components (the "System Warranty");

(ii) **Repair Promise:** During the entire Term, Solar Provider will honor the System Warranty and will arrange to repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid claim to us under this Limited Warranty (the "Repair Promise"). If we or a contractor retain damages to your Property, your belongings or your Property, we will arrange to repair the damage caused or pay you for the damage caused. Solar Provider's service providers may use new or reconditioned parts when making repairs or replacements. Solar Provider may also, at no additional cost to you, have its service providers upgrade or add to any part of the System to ensure that it performs in accordance with this Limited Warranty. Cosmetic repairs that do not involve safety or performance shall be made at Solar Provider's discretion.

(b) Warranty Length.

(i) The System Warranty and the Repair Promise will start when the Installer completes the installation of the System at your Property (provided that Solar Provider has countersigned the Solar Agreement) and continue through the entire Term. Thus, for as long as the Solar Agreement is in effect, you will have a System Warranty and our Repair Promise.

(ii) The Roof Warranty Period may be shorter than the System Warranty, as described in Section 2(a)(ii) above.

(iii) If you have assumed an existing Solar Agreement, then this Limited Warranty will cover you for the remaining balance of the existing Term.

(c) Maintenance and Operation.

(i) **General:** When ownership of the System is transferred to you, Solar Provider or Installer will provide you with a copy of Solar Provider's Property owner Guide. This Guide provides you with System operation and maintenance instructions, answers to frequently asked questions, troubleshooting tips and service information.

(ii) **Monitoring Service:** During the Term, we will provide you at no additional cost a monitoring service provided by a solar monitoring software provider, that captures and displays historical energy generation data over an Internet connection or cellular network, and consists of hardware located on site and software hosted by Solar Provider ("Monitoring Service"). If your System is not operating within normal ranges, the Monitoring Service will alert us and we will remedy any material issues in a timely manner.

A high-speed Internet line may be required for the monitoring service to operate. Therefore, during the Term, you agree to maintain, to the extent necessary to transmit data, the communication link between the Monitoring Service and the System and between the Monitoring Service and the Internet and you must not damage the electronic monitor. You agree to maintain and make available, at your cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s). This communication link must be a 10/100 Mbps Ethernet connection that supports common Internet protocols (TCP/IP and DHCP). If you do not have and maintain a working high speed Internet line and it is necessary to transmit data relating to the System's performance, then (A) we will not be able to monitor the System and the amount of Power produced by the System may be estimated by the Solar Provider; and (B) you will be required to provide Solar Provider with periodic production information from your inverter when requested.

(d) Making a Claim; Transferring this Warranty

(i) **Submission of Claim:** You can make a claim by:

A. emailing us at the email address in Section 7 below;

B. writing us a letter and sending it overnight mail by mail or courier; or

(ii) **Claims Process:** If we receive a claim under this Limited Warranty from you, we will review your claim and notify you within a reasonable time period, not to exceed 10-business days, whether your claim is covered by this Limited Warranty. If we cannot make this determination without inspecting the System, we will send our employee, contractor or agent to your Property within a reasonable time period of the date we receive your claim, and we will then notify you within a reasonable time period of the visit as to whether your claim is covered by this Limited Warranty.

If we determine your claim is covered by this Limited Warranty, then as required by Section 2, we will make the repair or replacement within a reasonable period of time, not to exceed 10-business days, at no cost to you. We may use new parts to make repairs. We will use commercially reasonable efforts to replace parts with the same type of equipment, but we may substitute types of equipment if necessary.

If your claim is not covered by this Limited Warranty, then (a) you may request that we make the repair or replacement at your expense pursuant to Section 4(a) below and (b) you may be required to pay for any expenses related to our visit to your Property with respect to such claims.

(iii) **Transferable Limited Warranty:** Solar Provider will accept and honor any valid and properly submitted Warranty claim made during any Term by any person who either purchases the System from you or to whom you properly transfer the Solar Agreement.

(e) **Exclusions and Disclaimer.** The limited warranties provided in this Limited Warranty do not apply to any lost power production or any repair, replacement or correction required due to the following:

- (i) someone other than Solar Provider's approved service providers (such as Installer) installed, removed, re-installed or repaired the System;
- (ii) destruction or damage to the System or its ability to safely produce power not caused by Solar Provider or its approved service providers while servicing the System (e.g. if a tree falls on the System we will replace the System per the Solar Agreement, but we will not repay you for power it did not produce);
- (iii) your failure to perform, or breach of, your obligations under the Solar Agreement (e.g. you modify or alter the System);
- (iv) your breach of this Limited Warranty, including your being unavailable to provide access or assistance, subject to security protocols and procedures, to us and our service providers in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Guide;
- (v) any Force Majeure Event (as defined below);
- (vi) any condition existing at the Property prior to the installation of the System;
- (vii) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;
- (viii) any system failure or lost production not caused by a System defect (e.g. the System is not producing power because it has been removed to make roof repairs or you have required us to locate the inverter in a non-shaded area); and
- (ix) theft of the System (e.g. if the System is stolen we will replace the System per the Solar Agreement, but we will not repay you for the power it did not produce); or
- (x) any damage to the System caused by golf ball strikes if the Property is within 900 feet of a golf course

This Limited Warranty gives you specific rights, and you may also have other rights which vary from state to state. This Limited Warranty does not warrant any specific electrical performance of the System, other than that described above.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE LIMITED WARRANTIES DESCRIBED IN SECTION 2(a) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY SOLAR PROVIDER WITH RESPECT TO THE SYSTEM. SOLAR PROVIDER HEREBY DISCLAIMS, AND YOU AND ANY OTHER BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY OTHER WARRANTY WITH RESPECT TO THE SYSTEM, ITS OPERATION OR ANY COST SAVINGS FROM USING THE SYSTEM. THE REPAIR, REPLACEMENT AND PAYMENT REMEDIES DESCRIBED UNDER THIS LIMITED WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THIS LIMITED WARRANTY.

### 3. SOLAR PROVIDER'S STANDARDS

For the purpose of this Limited Warranty the standards for our performance, and that of our contractors and service providers, will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

### 4. SYSTEM REPAIR OR REMOVAL

(a) You agree that (i) if the System needs any repairs that are not the responsibility of Solar Provider under this Limited Warranty or (ii) the system needs to be removed and reinstalled to facilitate remodeling of your property (including if you wish to use the Roof/Ground Repair Holiday pursuant to Section 4 (c) of the Solar Agreement), you will have Solar Provider, or another similarly qualified service provider approved by Solar Provider, at your expense, perform such repairs, removal and reinstallation, or relocation on a time and materials basis.

### 5. FORCE MAJEURE

If Solar Provider is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, Solar Provider will be excused from whatever performance is affected by the Force Majeure Event, provided that: (a) Solar Provider, to the extent reasonably practical, gives you notice describing the Force Majeure Event; (b) Solar Provider's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e. when a Force Majeure Event is over, we will arrange to make repairs); and (c) No Solar Provider obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.



“Force Majeure Event” means any event, condition or circumstance beyond the control of and not caused by Solar Provider's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Solar Provider's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Solar Provider including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Solar Provider or under its control.

If the Solar Provider is prevented from performing under this Solar Agreement due to Force Majeure for a period of either (i) sixty (60) consecutive days or more, or (ii) ninety (90) non-consecutive days or more (whether full or partial days), the Solar Provider or you may terminate this Solar Agreement, without liability of either party to the other, upon fifteen (15) days written notice at any time during the Force Majeure.

## 6. LIMITATIONS ON LIABILITY

### (a) No Consequential Damages

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU MAY ONLY RECOVER DIRECT DAMAGES INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTION 6(C) UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL SOLAR PROVIDER OR ITS AGENTS OR SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE.

### (b) Limitation of Duration of Implied Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY.

### (c) Limit of Liability

Notwithstanding any other provision of this Limited Warranty to the contrary, Solar Provider's total liability arising out of relating to this Limited Warranty shall in no event exceed the greater of (a) the sum of the estimated monthly payments over the Term of the Solar Agreement; and (b) the original cost of the System, reduced in each case by amounts paid by Solar Provider under this Limited Warranty. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS AMOUNT OF LIABILITY IS YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THIS LIMITED WARRANTY, AND YOU HEREBY WAIVE ALL OTHER REMEDIES OR DAMAGES AT LAW OR EQUITY, INCLUDING ANY DAMAGES FOR NEGLIGENCE OR STRICT LIABILITY OR ANY OTHER GREATER RIGHTS THAT YOU MIGHT HAVE UNDER THE LAWS OF THE STATE THE PROPERTY IS LOCATED IN.

## 7. NOTICES

All notices under this Limited Warranty shall be made in the same manner as set forth in the Solar Agreement to the addresses listed below:

### TO SOLAR PROVIDER:

Balance Solar Fund XXII, LLC  
P.O. Box 49 Lincolnshire, IL 60069  
Attention: Warranty Claims  
Email: [sales@balancesolarpower.com](mailto:sales@balancesolarpower.com)

### TO YOU:

At the billing address in the Solar Agreement or any subsequent billing address you give us.

## RESOLUTION

**WHEREAS**, the City of Quincy is the owner and operator of the Quincy Regional Airport; and,

**WHEREAS**, a solar array will be developed at the airport; and

**WHEREAS**, the State of Illinois offers green energy tax incentives for owners of solar arrays; and

**WHEREAS**, as a nontaxed entity the City cannot receive said incentives; and

**WHEREAS**, Balance Solar is a private investment firm that invests in solar projects to utilize these incentives; and

**WHEREAS**, Balance Solar will pay 15% of the project costs to own the array for the first six years; and

**WHEREAS**, during the term Balance Solar will pay all maintenance and insurance costs; and

**WHEREAS**, Balance Solar will donate the system to the City at the end of the six year term at no cost to the City; and

**WHEREAS**, the City of Quincy wishes to enter into an agreement with Balance Solar to own and maintain the solar array at the airport; now,

**THEREFORE, BE IT RESOLVED**, The Aeronautics Committee and the Airport Director recommend that the Mayor and City Clerk be authorized and directed to execute and attest this contract with Balance Solar to own, maintain, and insure the proposed solar array at Quincy Regional Airport for a term of six years.

Sandra Shore  
Airport Director  
December 13, 2021

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING TITLE VII (TRAFFIC CODE)  
OF CHAPTER 82 (NO PARKING ZONES) OF THE  
MUNICIPAL CODE OF THE CITY OF QUINCY OF 2015.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF QUINCY, IN ADAMS COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. That Title VII, Chapter 82, Schedule VIII, of the Municipal Code of the City of Quincy of 2015 be and hereby is amended adding thereto, the following:

The first "No Parking" zone will begin at the center of 6<sup>th</sup> Street and commence east a distance of one hundred thirty (130) feet. A second "No Parking" zone will begin two hundred seventy-five feet (275) east of the center of 6<sup>th</sup> Street and extend east a distance of seventy-five (75) feet.

Section 2. All ordinances and parts of ordinances in conflict with the provisions of this ordinance shall be and the same are, to the extent of such conflict, hereby repealed.

Section 3. This ordinance shall be in full force and effect immediately from and after its passage, approval, and publication as provided by law.

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

Officially published in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING TITLE VII (TRAFFIC CODE)  
OF CHAPTER 81 (SPEED LIMITS) OF THE  
MUNICIPAL CODE OF THE CITY OF QUINCY OF 2015.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF QUINCY, IN ADAMS COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. That Section Title VII, Chapter 81, Schedule II(D), of the Municipal Code of the City of Quincy of 2015 be and hereby is amended as follows:

The speed limit on Crestview Drive is hereby lowered to 25 mph

Section 2. All ordinances and parts of ordinances in conflict with the provisions of this ordinance shall be and the same are, to the extent of such conflict, hereby repealed.

Section 3. This ordinance shall be in full force and effect immediately from and after its passage, approval, and publication as provided by law.

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

Officially published in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ORDINANCE NO.**

**AN ORDINANCE AMENDING ORDINANCE NO. 20-01 (AMENDING SPECIAL PERMIT FOR PLANNED DEVELOPMENT)**

**WHEREAS**, pursuant to Chapter 162 of the Municipal Code of the City of Quincy of 2015, the City issued a Special Permit for Planned Development to Benjamin Hickman and Kyle Terstriep, GEODE1, LLC, in January 2020, for a property commonly known as 2040 Cherry Street; and,

**WHEREAS**, the Special Permit for Planned Development was approved with one condition: that the allowed use of the property be 13 apartments (living units) and four event spaces; and,

**WHEREAS**, in connection with the issuance of the Special Permit for Planned Development, the City also approved the Conceptual Plan, the Preliminary Plat and the Final Plat, all in accordance with the Ordinances as provided; and,

**WHEREAS**, all requirements of Chapter 162 (Zoning Regulations) of the Municipal Code of the City of Quincy of 2015 have otherwise been complied with.

**NOW, THEREFORE**, pursuant to Chapter 162 of the Municipal Code of the City of Quincy of 2015, be it ordained by the Mayor and City Council for the City of Quincy, Adams County, Illinois, that Ordinance 20-01 be hereby amended as follows:

1. That the allowed use of the property be amended from “13 apartments (living units) and four event spaces” to “for residential use only, with the exception of the gymnasium, which can be rented for recreational use only. The gymnasium cannot be rented for commercial use without amending this Special Permit for Planned Development.”

ADOPTED:

CITY CLERK

APPROVED:

MAYOR

Officially published in pamphlet form this        day of        , 2021.

# CITY OF QUINCY

## DEPARTMENT OF PLANNING & DEVELOPMENT

706 Maine Street | Third Floor | Quincy, IL 62301

Office: 217-228-4515 | Fax: 217-221-2288



## MEMORANDUM

TO: Mayor Troup and City Council  
FROM: Chuck Bevelheimer  
DATE: December 1, 2021  
SUBJECT: Ordinance Amending Chapter 40 (Boards & Commissions) to restore the Washington Theater Redevelopment Commission

In 2015, as the city was editing the Municipal Code, then-City Clerk Jenny Hayden asked if I was aware of the “Business District Development and Redevelopment Commission.” I reviewed the language related to the Business District Development and Redevelopment Commission:

1. To formulate plans for the development and redevelopment of a business district;
2. To make recommendations to the city council for land acquisition and use of eminent domain;
3. To make recommendations for applications for any grant or loan from the federal or State government for use of a business district development or redevelopment;
4. To make recommendations concerning the acquisition of funds for use of a business district development or redevelopment, including the issuance of obligation or revenue bonds by the city;
5. To make recommendations concerning agreements with the public or private agencies or persons in connecting with the development or redevelopment of a business district.

I told Jenny that I was not aware of this commission, based on its description, so it was removed from the Municipal Code.

I subsequently learned that the “Business District Development and Redevelopment Commission” was the “Washington Theater Redevelopment Commission.” As the Washington Theater Redevelopment Commission is an active City Commission, I have drafted an ordinance to amend Chapter 40 (Boards & Commissions) to restore it. The amendment clearly states that this action pertains to the Washington Theater Redevelopment Commission.

Attached is the ordinance amending Chapter 40 (Boards & Commissions) of the Municipal Code of Quincy.

Any questions, let me know.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 40 (BOARDS AND COMMISSIONS) OF THE MUNICIPAL CODE OF THE CITY OF QUINCY (2015)**

**WHEREAS**, the City of Quincy established a Washington Theater Redevelopment Commission in 2003 to support the redevelopment of the historic Washington Theater; and

**WHEREAS**, in the adoption review process of the 2015 City Municipal Code the Washington Theater Redevelopment Commission was inadvertently not included in the new Code; and

**WHEREAS**, the Washington Theater Redevelopment Commission has met monthly and sought grants to replace the Theater roof, façade, address structural integrity of the stage and tucked exterior areas of the building; and

**WHEREAS**, The Commission has prepared a Business Feasibility Study for the Washington Theater which concluded the Theater could serve a mid week entertainment void in the Quincy regional market; and

**WHEREAS**, the Washington Theater has three rental spaces in addition to the auditorium in which two are currently leased and generating income to offset the Theater's operating expenses; and

**WHEREAS**, the city of Quincy is a home rule unit of local government pursuant to the provision of Section 6, Article VII (Local Government) of the Constitution of the State of Illinois; and

**WHEREAS**, pursuant to such authority and such other authority as may be established by law, this Ordinance is being adopted.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF QUINCY, IN ADAMS COUNTY, ILLINOIS**, as follows:

**Section 1. Amendment:** That Chapter 11(Boards and Commissions) of the Municipal Code of Quincy (2015) is hereby amended to include and adopt the following:

**"WASHINGTON THEATER REDEVELOPMENT COMMISSION"**

**40.400 CREATION**

There is hereby created and established a commission which shall be known as the Washington Theater Redevelopment Commission, referred to in this article as the "commission."

**40.401 MEMBERSHIP**

The commission hereby created shall consist of fourteen (14) voting members to be appointed by the Mayor, with the advice and consent of the City Council. Of the fourteen, one (1) member shall be a member of the City Council. Additionally, one (1) member shall be a Department of Planning and Development Staff ex-officio non-voting member, for a total of fifteen (15) members. All commission members shall be appointed for terms of two (2) years or until their successors are duly appointed and qualified; provided, however, that of the initial members,

seven (7) shall be appointed for three (3) years, and seven (7) for two (2) years. Commission members shall serve without compensation, except, however, they shall be entitled to reimbursement for actual out-of-pocket expenditures incurred in connection with the duly authorized business of the commission. This provision shall not be construed to prevent members of the City Council from receiving their usual compensations as such. The membership shall elect one (1) member to be the chairman and one (1) member to be the secretary of the commission. The chairman shall select a vice chair. These executive board members shall each serve 2 year terms with elections held biannually thereafter.

#### **40.402 POWERS AND DUTIES**

The commission shall have the power and duty to make recommendation to the City Council in the following areas:

- (A) To formulate plans for the development and redevelopment of the Washington Theater;
- (B) To make recommendations to the City Council for land acquisition, including the use of eminent domain;
- (C) To make recommendations for application for any grant or loan from the United States Government or State of Illinois for the Washington Theater redevelopment;
- (D) To make recommendations concerning the acquisition of funds for the Washington Theater redevelopment, including the issuance of obligation or revenue bonds by the city;
- (E) To make recommendations concerning agreements with public or private agencies or persons in connection with the Washington Theater development or redevelopment.
- (F) Using privately donated funds, to conduct studies and draft plans for the redevelopment of the Washington Theater, which shall be submitted to the City Council for its consideration.
- (G) To incur debts and obligations on behalf of the City of Quincy only upon prior approval by the Quincy City Council.
- (H) To oversee and implement funding for the restoration and appropriate redevelopment of the Washington Theater complex and to review and make recommendations to the City Council regarding the management of the property.

#### **40.403 FINANCES**

The City Council may appropriate money in its budget or by special appropriation where proper, for the use of the commission in its work. The commission shall keep an accurate account of all receipts and disbursements, and shall give a financial report semi-annually to the City Council.

#### **40.404 ACTIONS AND RECOMMENDATIONS**

The City Council shall act promptly on all recommendations of the commission. When a recommendation is accepted by the Council, the Council may by resolution designate the commission to act as its agent in carrying out the recommendation.

**Section 2. Separability:** The provisions of this Ordinance shall be deemed separable, and the invalidity of any portion hereof shall not affect the validity of the remainder thereof.



**Section 3. Savings Clause:** That nothing in this Ordinance or in the *Codes* hereby adopted and incorporated by reference shall be construed to affect any suit or proceeding pending in any court, or any rights acquitted, or liability incurred, or any cause or causes of action acquired or existing, or permits or licenses issued under any act or Ordinance hereby repealed or amended; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

**Section 4. Repeal:** All Ordinances and parts of Ordinances in conflict with the provisions of the Ordinance shall be, and the same are, to the extent of such conflict, hereby repealed.

**Section 12. Effective Date:** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED:

CITY CLERK

APPROVED:

MAYOR

Published in pamphlet form this     day of     , 20\_\_\_\_.

M:chuck/ordinance/Washington Theater Commission Ord 9-29-21

repealed in 2015

ARTICLE XIII BUSINESS DISTRICT DEVELOPMENT  
AND REDEVELOPMENT COMMISSION

Section 11.1301 Creation --- There is hereby created and established a commission which shall be known as the Business District Development and Redevelopment Commission, referred to in this article as the "commission".

11.1302 Membership --- The commission hereby created shall consist of five (5) members to be appointed by the Mayor, with the advice and consent of the city council. Two (2) members shall be members of the city council, one (1) from each of the two (2) political parties which are in the majority on the city council. The other three (3) members shall be persons who are citizens of the city of Quincy. All commission members shall be appointed for terms of two (2) years and until their successors are appointed. Commission members shall serve without compensation, except, however, they shall be entitled to reimbursement for actual out-of-pocket expenditures incurred in connection with the duly authorized business of the commission. This provision shall not be construed to prevent members of the city council from receiving their usual compensation as such. The Mayor shall designate one (1) member to be the chairman of the commission.

11.1303 Bonds --- Such members and employees of the commission charged with the handling of money shall execute bonds running to the city of Quincy in such penal amounts, respectively, as may from time to time be fixed by the commission. The city council may further require bonds to be entered into by any member or employee. Except for those members or employees who handle money, a bond shall not necessarily be required. All bonds furnished pursuant to this section, shall be secured by corporate surety companies acceptable to the city council and shall be filed with the city clerk. The premiums on all such bonds shall be paid from the funds of the commission.

11.1304 Powers and duties --- The commission shall have the power and duty to make recommendations to the city council in the following areas:

- (1) To formulate plans for the development and redevelopment of a business district;
- (2) To make recommendations to the city council for land acquisition, including the use of eminent domain;
- (3) To make recommendations for application for any grant or loan from the United States Government or State of Illinois for use of a business district development or redevelopment;
- (4) To make recommendations concerning the acquisition of funds for use of a business district development or redevelopment, including the issuance of obligation or revenue bonds by the city;
- (5) To make recommendations concerning agreements with public or private agencies or persons in connection with the development or redevelopment of a business district.

11.1305 Finances --- The city council may appropriate money in its budget, or by special appropriation where proper, for the use of the

any act or ordinance hereby repealed or amended; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 6. **REPEAL:** All ordinances and parts of ordinances in conflict with the provisions of this Ordinance, shall be, and the same are, to the extent of such conflict, hereby repealed.

Section 7. **EFFECTIVE DATE:** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED: July 7, 2003

JENNY HAYDEN  
City Clerk

APPROVED: July 8, 2003

CHARLES W. SCHOLZ  
Mayor

Officially published in pamphlet form this 10th day of July, 2003.

# THE CITY COUNCIL

## OFFICIAL PROCEEDINGS

### REGULAR MEETING

Quincy, Illinois, December 6, 2021

The regular meeting of the City Council was held this day at 7:00 p.m. with Mayor Michael A. Troup presiding.

The following members were physically present:

Ald. Fletcher, Entrup, Bergman, Bauer, Mays, Freiburg, Farha, Rein, Mast, Awerkamp, Holtschlag. 11.

Absent: Ald. Sassen, Reis, Uzelac. 3.

Ald. Farha moved the absent Aldermen be excused from this meeting. Motion carried.

The minutes of the regular meeting of the City Council held November 29, 2021, were approved as printed on a motion of Ald. Entrup. Motion carried.

Legal Counsel: Corporation Counsel Lonnie Dunn.

### PUBLIC FORUM

No one was present to speak.

**The City Clerk presented and read the following:**

### PETITION

The petition by the Salvation Army requesting to hold their Angel Tree Parade on December 11, 2021, starting at 11:30 a.m. The parade will leave Smith Brothers, 5101 Oak St., heading west on Oak St. to 48th St., turning left on 48th St. to Broadway then turning right and heading west on Broadway to 5th St. then turning left on 5th St. going to Vermont then turning right on Vermont and into the Salvation Army Kroc Center. They request the parade be escorted by Quincy Police Auxiliary Officers. This was tabled for one week by Ald. Bergman.

Ald. Bergman moved the prayer of the petition be granted and the

proper authorities be notified. Motion carried.

Ald. Bergman moved the prayer of the petition be granted and the proper authorities be notified. Motion carried.

### **MONTHLY REPORTS**

The monthly reports of the City Clerk, the City Treasurer, the City Comptroller, the Forestry Department, Mosquito Abatement, Sign & Paint, Recycling, and Street Cleaning Departments for the month of November, 2021; Forestry Department, Mosquito Abatement, Sign & Paint, Recycling, and Street Cleaning Departments for October, 2021, were ordered received and filed on a motion of Ald. Farha. Motion carried.

### **RESOLUTION**

WHEREAS, the Central Services Department maintenance shop has several walk through and overhead doors; and

WHEREAS, the deterioration of some doors pose a security risk; and

WHEREAS, three (3) walk through doors and a wash bay overhead door are needing repaired and two (2) are needing replaced; and

WHEREAS, the door repairs/replacements will be paid for out of the Central Services and Transit budgets; and

WHEREAS, only two (2) quotes were received; and

WHEREAS, Fischer Builders provided the lowest quote for the work; now

THEREFORE BE IT RESOLVED, the Central Services Director, the Transportation Director, and the Central Services Committee recommend to the Mayor and City Council that the low quote of \$9,208.00 from Fischer Builders of Quincy, Illinois, be accepted.

Kevin McClean  
Central Services Director  
Marty Stegeman  
Transportation Director

Ald. Holtschlag moved for the adoption of the resolution, seconded by Ald. Awerkamp, and on a roll call each of the 11 Aldermen voted yea, with 3 absent. Motion carried.

### **RESOLUTION**

WHEREAS, the Central Services Department is needing to purchase a hot box patch truck; and

WHEREAS, the truck will be used in the Pavement Division for filling potholes and making street repairs; and

WHEREAS, this patch truck is a 2022 Freightliner on a Bergkamp truck body with a purchase price of \$225,321 and meets our requirements; and

WHEREAS, funding for the purchase of this truck is available in the Central Services Vehicle Replacement Fund; now

THEREFORE BE IT RESOLVED, the Central Services Director, the Utilities and Engineering Director, and the Central Services Committee recommend to the Mayor and City Council that the purchase of the patch truck from Bergkamp Inc. of Salina, Kansas, in the amount of \$225,321 be accepted.

Kevin McClean  
Central Services Director

Ald. Holtschlag moved for the adoption of the resolution, seconded by Ald. Entrup, and on a roll call each of the 11 Aldermen voted yea, with 3 absent. Motion carried.

### **ORDINANCE**

Adoption of an Ordinance entitled: An Ordinance Levying Taxes For Special Service Area Known As The Historic Quincy Business District In The City Of Quincy, County Of Adams, State Of Illinois, For The Fiscal Year Beginning May 1, 2021 And Ending April 30, 2022.

Ald. Holtschlag moved the adoption of the ordinance, seconded by Ald. Entrup, and on a roll call the following vote resulted: Yeas: Ald. Bauer, Mays, Freiburg, Farha, Mast, Awerkamp, Holtschlag, Fletcher, Entrup. 9. Nays: Ald. Rein, Bergman. 2. Absent: Ald. Sassen, Reis, Uzelac. 3.

The Chair, Mayor Michael A. Troup, declared the motion carried and the ordinance adopted.

### **ORDINANCE**

Adoption of an Ordinance entitled: An Ordinance Levying Taxes

For The City Of Quincy, In The County Of Adams, And State Of Illinois, For The Fiscal Year Beginning May 1, 2021, And Ending April 30, 2022.

Ald. Farha moved the adoption of the ordinance, seconded by Ald. Holtschlag, and on a roll call each of the 11 Aldermen voted yea, with 3 absent.

The Chair, Mayor Michael A. Troup, declared the motion carried and the ordinance adopted.

**ORDINANCE**

Adoption of an Ordinance entitled: An Ordinance Providing For The Abatement Of The Tax Heretofore Levied For The Year 2021 Of The City Of Quincy, Adams County, Illinois.

Ald. Farha moved the adoption of the ordinance, seconded by Ald. Rein, and on a roll call each of the 11 Aldermen voted yea, with 3 absent.

The Chair, Mayor Michael A. Troup, declared the motion carried and the ordinance adopted.

**ORDINANCE**

First presentation of an Ordinance entitled: An Ordinance Amending Title VII (Traffic Code) Of Chapter 82 (No Parking Zones) Of The Municipal Code Of The City Of Quincy Of 2015 (No Parking York St. from 6th - 7th St.).

**ORDINANCE**

First presentation of an Ordinance entitled: An Ordinance Amending Title VII (Traffic Code) Of Chapter 81 (Traffic Schedules) Of The Municipal Code Of The City Of Quincy Of 2015 (School Speed Zone at St. Francis School).

Ald. Bauer moved the requirements of Section 32.31 of the City Code of the City of Quincy be waived and the ordinance adopted, seconded by Ald. Bergman, and on a roll call each of the 11 Aldermen voted yea, with 3 absent.

The Chair, Mayor Michael A. Troup, declared the motion carried and the ordinance adopted.

**ORDINANCE**

First presentation of an Ordinance entitled: An Ordinance Amending Title VII (Traffic Code) Of Chapter 81 (Speed Limits) Of The Municipal Code Of The City Of Quincy Of 2015 (Speed Reduction on Crestview Drive).

**ORDINANCE**

First presentation of an Ordinance entitled: An Ordinance Amending Ordinance No. 20-01 (Amending Special Permit For Planned Development 2040 Cherry Street).

**REPORT OF FINANCE COMMITTEE**

Quincy, Illinois, December 06, 2021

	Transfers	Expenditures	Payroll
City Hall.....		575.66	
Building Maintenance.....		4,590.24	
Comptroller.....		164.18	
Legal Department .....		1,401.75	
IT Department.....		341.29	
Police Department.....		13,785.51	
Fire Department .....		22,624.96	
Public Works.....		2,659.20	
Engineering .....		3,290.12	
<b>GENERAL FUND SUBTOTAL</b>	<b>0.00</b>	<b>49,432.91</b>	<b>0.00</b>
Planning and Devel.....		173.37	
911 System.....		211.20	
911 Surcharge Fund.....		10,354.16	
Traffic Signal Fund.....		1,666.14	
Police Donations Fund.....		2,084.00	
Police DUI Fund.....		1,126.10	
Bridge Lighting Fund .....		85.43	
Capital Projects Fund.....		112,208.91	
Special Capital Funds .....		173.87	
Special Tax Alloc - TIF #3.....		6,395.00	
2009 OLC G/O Bond Fund .....		233,531.25	
Water Fund .....		105,528.72	
Sewer Fund .....		112,403.63	
Quincy Regional Airport Fund.....		20,513.76	
Municipal Dock .....		3,317.51	

Regional Training Facility .....		90.50	
Garbage Fund.....		30.00	
To: Recycle Fund .....	<b>6,000.00</b>		
Recycle Fund .....		75.00	
Central Garage .....		68,905.87	
Self Insurance .....		22,853.42	
<b>BANK 01 TOTALS .....</b>	<b>6,000.00</b>	<b>751,160.75</b>	<b>0.00</b>
Motor Fuel Tax .....		44,086.70	
IHDA Grant Fund .....		16,900.00	
2019B G/O Street Proj.....		51,717.69	
<b>ALL FUNDS TOTALS.....</b>	<b>6,000.00</b>	<b>863,865.14</b>	<b>0.00</b>

Michael Farha  
Jack Holtschlag  
Mike Rein

**Finance Committee**

Ald. Farha, seconded by Ald. Rein, moved the reports be received and vouchers be issued for the various amounts and on a roll call each of the 11 Aldermen voted yea, with 3 absent. Motion carried.

The City Council adjourned at 7:21 p.m. on a motion of Ald. Holtschlag. Motion carried.

**LAURA OAKMAN**  
City Clerk



*City of Quincy*  
**Traffic Commission**

City of Quincy - City Hall  
730 Maine Street, Quincy Illinois  
(217)228-4527

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**TRAFFIC COMMISSION AGENDA**

**December 13, 2021 | 6:00 p.m. | Conference Room 235**

A meeting of the Traffic Commission will be held on Monday, December 13, 2021 at 6:00 p.m. in City Hall Conference Room #235.

**1. Approval of Minutes**

**2. Public Comment** (3 minute limit)

**3. Old Business**

- a) Alderman Bergman's referral to consider a residential parking zone on Spring Street between 8<sup>th</sup> and 9<sup>th</sup> Streets;
- b) Carter's Coffee final Site Plan review;

**4. Late Referrals and Reports**

**5. Adjournment**





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## TRAFFIC COMMISSION MEETING MINUTES

The monthly meeting of the Traffic Commission was held on Monday, November 8, 2021 in the Engineering Department Conference Room #235. The meeting was called to order at 6:01 p.m. with the following members present:

Members Present: Steve Bange, Justin Boyd, Jeffrey Conte, Chief Rob Copley, Alderman Fletcher, Ed Holthaus, Alderman Ben Uzelac, Chief Bernie Vahlkamp

Others: Mayor Troup, Alderman Bauer, Alderman Freiburg, Alderman Bergman, Chuck Bevelheimer, Jayne Fry, Gary Musholt, Mark Philpot

### **1. Approval of Meeting Minutes**

The minutes of the October 12, 2021 meeting were approved as distributed.

Motion: Conte                      Second: Vahlkamp                      Motion Carried

### **2. Public Comment**

### **3. Old Business**

- a) Alderman Uzelac's referral to "No Parking" on the north side of York Street between 6<sup>th</sup> and 7<sup>th</sup> Streets;

Discussion: The Senior Center requested parking stalls be removed on the north side of 6<sup>th</sup> Street because of limited visibility.

Action: Install a "No Parking" zone on the north side of York Street from the center of 6<sup>th</sup> Street to the east a distance of 130 feet and a "No Parking" zone starting 275 feet east of the center of 6<sup>th</sup> Street and continuing east a distance of 75 feet.

Motion: Holthaus                      Second: Uzelac                      Motion Carried

### **4. New Business**

- a) Alderman Freiburg's request to review prior speed studies to reduce the speed limit on Crestview Drive;

Discussion: Alderman Freiburg spoke in favor of lowering the speed limit to 25 mph on Crestview Drive as Lindell Avenue is already 25 mph.

Action: Lower speed limit on Crestview Drive to 25 mph.

Motion: Fletcher                      Second: Uzelac                      Motion Carried

- b) Alderman Bergman's referral to consider a residential parking zone on Spring Street between 8<sup>th</sup> and 9<sup>th</sup> Streets;

Discussion: Jane Fry spoke on behalf of Blessing Hospital. Ms. Fry stated that they are working to get staff to park in their designated parking lots but are limited on enforcement. Gary Musholt spoke in favor of having on-street parking for his staff and clients.

Action: Table for one month to allow City staff to study permit parking on City streets.

Motion: Uzelac                      Second: Vahlkamp                      Motion Carried

- c) Alderman Holtschlag's referral to consider a mid-block pedestrian crosswalk on 8<sup>th</sup> Street between Maine and Hampshire Streets;

Discussion: The American Legion requested a mid-block crossing because some members and customers utilize a parking lot on the other side of the street. It is against City policy to install mid-block crossings due to safety issues.

Action: Deny the request for a mid block crossing and Engineering will look into the 8<sup>th</sup> and Hampshire traffic signal operation.

Motion: Uzelac                      Second: Conte                      Motion Carried

- d) Police Department's referral to a "School Speed Zone" on 17<sup>th</sup> Street between Elm and Oak Streets;

Action: Implement a "School Speed Zone" on North 17<sup>th</sup> from the alley between Oak Street and College Avenue north to Elm Street.

Motion: Holthaus                      Second: Uzelac                      Motion Carried

**5. Late Referrals and Additions**

Some discussion was held on the new Carter Coffee at 7<sup>th</sup> and Broadway. Chuck Bevelheimer said he would present the final site plan to the Traffic Commission once it is submitted.

6. The meeting was adjourned at 6:50.

Motion: Uzelac                      Second: Bange                      Motion Carried

Respectfully submitted,

Steve Bange, Secretary  
Traffic Commission  
November 9, 2021



# CITY OF QUINCY

*Department of Information Technology*

Corey Dean  
IT Manager  
City Hall – 730 Maine Street  
Quincy, IL 62301  
(217) 221-3675

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## Technology Committee Meeting

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**Monday, December 13, 2021 – After City Council Meeting**

**Location: 2<sup>nd</sup> Floor IT Training Room**

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### AGENDA

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1. Call to Order
2. Approval of Minutes from Previous Meeting
3. Public Comments (3 minute limit)
4. City Council Chamber - Audio/Visual Upgrades
5. KnowBe4 Solution Proposal
6. Update on AT&T/FirstNet Upgrade Project
7. Late Additions
8. Adjournment