

# CHAMPAIGN COUNTY BOARD HIGHWAY COMMITTEE AGENDA

County of Champaign, Urbana, Illinois

Friday, October 11, 2024 9:00 a.m. Lorraine Cowart Conference Room 1605 E Main Street, Urbana, Illinois

**Committee Members:** 

Lorraine Cowart – Chair Diane Michaels – Vice-Chair Samantha Carter Brett Peugh Tom "Ed" Sexton Jennifer Straub Leah Taylor

I.	Call to Order	
II.	Roll Call	
III.	Approval of Agenda/Addenda	
IV.	Approval of Minutes – August 9, 2024	1-2
V.	Public Participation	
VI.	Communications	
VII.	County & Township Motor Fuel Tax Claims – August & September 2024	3-4
VIII.	CUUATS-Long Range Transportation Plan 2050 Presentation	5-6
IX.	Petition Requesting and Resolution Approving Appropriation of Funds from the County Bri Fund, Raymond Township Section #24-21147-00-BR	idge 7-9
Χ.	Petition Requesting and Resolution Approving Appropriation of Funds from the County Bri Fund, St Joseph and Urbana Townships Section #24-27148-00-BR	idge 10-12
XI.	Solar Panel Agreement-Resolution Authorizing the County Engineer to Sign a Distributed Generation Energy Services Agreement	13-29
XII.	Other Business	
XIII.	Chair's Report	
XIV.	Designation of Items to be Placed on the Consent Agenda	
XV.	Adjournment	

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# **Champaign County Board Highway & Transportation Committee**

**County of Champaign, Urbana, Illinois** 

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#### MINUTES -SUBJECT TO REVIEW AND APPROVAL

DATE: Friday, August 9, 2024

10 TIME: 9:00 a.m.

11 PLACE: Lorraine Cowart Conference Room

1605 East Main Street, Urbana, Illinois

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### **Committee Members**

Present: Samantha Carter, Lorraine Cowart, Diane Michaels, Brett Peugh, Tom "Ed" Sexton,

Jennifer Straub, Leah Taylor

17 Absent:

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County Staff: Jeff Blue (County Engineer), Jenni Marner (Assistant County Engineer), Ryan Mumm

(Assistant County Engineer), Michelle Carter (Office Manager/Accountant),

Steve Summers (County Executive),

212223

Others Fresch

Others Present: Lorraine Cowart family member

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### **MINUTES**

I. Call to Order

Committee Chair Cowart called the meeting to order at 9:18 a.m.

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#### II. Roll Call

A verbal roll call was taken, and a quorum was declared present.

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### III. Approval of Agenda/Addendum

**MOTION** by Michaels to approve the agenda; seconded by Straub.

Upon vote, the MOTION CARRIED unanimously.

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### IV. Approval of Minutes – May 10, 2024

**MOTION** by Carter to approve the minutes of the May 10, 2024 meeting; seconded by Sexton.

Upon vote, the MOTION CARRIED unanimously

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### V. Public Participation

None

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#### VI. Communications

Carter announced Champaign Urbana Days at Douglass Park kicks off tonight, Friday, August 9, 2024. The event goes from Friday through Sunday.

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### VII. County & Township Motor Fuel Tax Claims May, June, and July 2024

**MOTION** by Carter to receive and place on file the County and Township Motor Fuel Tax Claims for May, June, and July 2024; seconded by Peugh.

Upon vote, the **MOTION CARRIED unanimously.** 

# VIII. Resolution for Champaign County Regional Planning Commission FY 24 CUUATS Fees, Section #24-00000-00-ES

Blue requested approval of a resolution for the Champaign County Regional Planning Commission CUUATS Fees for fiscal year 2024 paid from the County's Motor Fuel Tax Funds. The annual fee is paid each year for the planning and work done by CUUATS for the whole community. The fee for this fiscal year is \$36,984.00.

**MOTION** by Carter to approve the resolution; seconded by Michaels.

Upon vote, the **MOTION CARRIED unanimously** 

# IX. Letter of Intent for the Replacement of Structure #010-0180 on County Road 2000E over I-74 in ST Joseph Township

Blue discussed a letter he received in an email from Kensil Garnett, IDOT District Engineer. The letter was regarding a bridge on County Road 2000E over I-74 that was closed and removed because it had been struck multiple times. Blue stated that IDOT's intent was to totally remove the structure and not have a crossing at 2000E. There has been a lot of discussion in the community for the bridge to be replaced. The letter states that IDOT will replace the bridge and then the bridge would become a county structure. Blue said that this creates a tremendous burden on the County. He is not aware of another bridge in the state that crosses an interstate that is a county bridge. Summers said he was happy to hear there is some discussion from IDOT regarding the bridge. He is continuing to work with officials to get the structure rebuilt. Summers said he feels the response to this letter needs to be from the Highway Committee. The committee discussed the financial burden this would have on the Highway Department, and that this is not the solution. The committee discussed the wording of their response. Summers and Blue agreed to draft a response to the letter.

By a unanimous voice vote, the committee agreed to have the County Executive and the County Engineer draft a response to the IDOT letter, and the response would be taken to the full county board for approval.

Yeas-7

Nays-None

### X. Other Business

None

### XI. Chair's Report

None

### XII. Designation of Items to be Placed on the Consent Agenda

Cowart stated that item VIII be placed on the consent agenda.

### XIII. Adjournment

There being no further business, Chair Cowart adjourned the meeting at 9:33 AM.

\*\*Please note the minutes reflect the order of the agenda and may not necessarily reflect the order of business conducted atthe meeting.

# County Motor Fuel Tax Claims

Date	Check No.	Payee	Description		Amount
6/6/2024		Varisty Striping & Construction Co.	County striping FY24	\$	118,179.51
8/9/2024	36118	Jeff Blue	IL Bituminous Paving Conference	\$	130.00
8/9/2024	36332	University of Illinois - Cee	TES Conference	\$	200.00
8/12/2024	33623	Warning Lites of Southern IL	Safety Cones	\$	439.00
8/14/2024	503892	Applied Research Associates, Inc.	Data Collection #19-00450-00- ES	\$	87,000.00
9/6/2024	37100	Warning Lites of Southern IL	No passing zone signs	\$	960.00
9/7/2024	37100	Warning Lites of Southern IL	Sign Posts	\$	1,419.00
9/13/2024	36956	Ameren Illinois	Charge to relocate electric facilities	\$	28,152.70
9/18/2024	37545	Emulsicoat Inc.	144.74 Gallons HFE-90	\$	369.09
9/24/2024		Warning Lites of Southern IL	Signs	\$	79.50
9/30/2024		Stark Excavating	PE #6 & Final CH 32 #20- 00086-00-BR	\$	96,282.18
		Township Motor Fue	el Tax Claims		
Date	Check No.	Payee	Description	ı	Amount
4/21/2024	36699	Pro-Agr., Inc.	299.22 Ton CM16 Stanton TWP	\$	7,779.72
4/28/2024	36700	Pro-Agr., Inc.	425.03 Ton CM16 Stanton TWP	\$	11,050.78
5/5/2024	36701	Pro-Agr., Inc.	734.72 Ton CM16 Stanton TWP	\$	10,869.50

## **Township Motor Fuel Tax Claims**

Date	Check No.	Payee	Description	Amount
7/24/2024	503903	Illiana Construction Co.	1,670 Gallons MC-30 & 7,495.38 Gallons HFRS-2P Raymond TWP	\$ 34,867.73
7/29/2024	503825	Illiana Construction Co.	17,911.22 Gallons HFRS-2P Somer TWP	\$ 62,689.27
8/2/2024	503868	Illiana Construction Co.	8,460.16 Gallons HFE-90 Colfax TWP	\$ 26,818.71
8/3/2024	504025	Illiana Construction Co.	60,039.44 Gallons HFE-90 Scott TWP	\$ 188,988.57
8/6/2024	36258	Emulsicoat Inc.	210.76 Gallons HFE-90 Condit TWP	\$ 537.44
8/12/2024	36318	Sadorus TWP	Equipment Rental	\$ 20,000.00
8/12/2024	36440	Emulsicoat Inc.	445.20 Gallons HFE-90 Condit TWP	\$ 1,135.26
8/16/2024	36648	Emulsicoat Inc.	217.87 Gallons HFE-90 Condit TWP	\$ 555.57
8/22/2024	503943	Illiana Construction Co.	29,927.20 Gallons HFRS-2P Pestotum TWP	\$ 104,745.20
8/30/2024	504027	Illiana Construction Co.	30,018.20 Gallons HFRS-2P Sadorus TWP	\$ 105,063.70
9/3/2024	504023	Ezell Excavating and Trucking	49.33 Ton CA-15 Hansley TWP	\$ 1,191.32
9/3/2024	2432204.4	Illiana Construction Co.	1,197.09 Gallons HFE-90 Colfax TWP	\$ 3,514.49
9/12/2024	504114	Illiana Construction Co.	8,975.14 Gallons HFRS-2P Compromise TWP	\$ 31,412.99
9/12/2024	504115	Illiana Construction Co.	3,500 Gallons MC-30 & 12,136.58 Gallons HFRS-2P Kerr TWP	\$ 60,573.03
9/17/2024	504116	Illiana Construction Co.	1,760 Gallons MC-30, 4,885.23 Gallons HFRS-2P, Seal Coat Spread Only Condit TWP	\$ 28,537.51
9/25/2024		Emulsicoat Inc.	229.93 Gallons HFE-90 Condit TWP	\$ 586.32



### Memorandum

**To:** Champaign County Highway Committee Members

From: CUUATS Staff

Date: September 30, 2024

RE: Draft Long Range Transportation Plan (LRTP) 2050

#### **BACKGROUND**

The Long Range Transportation Plan (LRTP) is a federally mandated document that is updated every five years, and details the projected evolution of pedestrian, bicycle, transit, automobile, rail, and air travel over the next 25 years.

### Metropolitan Planning Area included in the LRTP

The LRTP must consider all communities and rural areas within the Metropolitan Planning Area (MPA). The MPA is defined by 23 USC 134(e)(2) as the area that:

"(A) shall encompass at least the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period for the transportation plan; and (B) may encompass the entire metropolitan statistical area or consolidated metropolitan statistical area, as defined by the Bureau of the Census."

The decennial Census determines the urbanized area (now called the urban area as of Census 2020), which is a geographic area with a population of 50,000 or more. The 2020 Census urban area included Champaign, Urbana, Savoy, and Bondville.

The MPA was defined by the Long Range Transportation Plan Steering Committee back in 2018 at the beginning of the LRTP 2045 planning process. It was approved by the CUUATS Technical and Policy Committees and then the governor. The MPA includes Champaign, Urbana, Savoy, Mahomet, Tolono, and Bondville. While CUUATS/CCRPC would like to include other communities such as Rantoul and St. Joseph in the LRTP planning process, they are too distant from the Champaign-Urbana core population to be linked to the urban area at this time.



Champaign-Urbana Urban Area Transportation Study A program of the Champaign County RPC



### Developing the LRTP 2050

With the help of a broad-based steering committee that includes representatives from the municipalities in the planning area as well as other public service representatives from across the region, CUUATS staff completed a draft update of the LRTP that includes existing conditions, future goals, and a transportation vision for 2050. Building on existing conditions data with emerging research, improved modeling tools, and a public involvement campaign, the LRTP brings multiple jurisdictions together under one inclusive transportation vision for the future. The transportation goals of the LRTP 2050 are based on improving safety, reliability, sustainability, equity and quality of life, and connectivity. To increase the accessibility of the LRTP content and related resources, the LRTP 2050 was developed as a digital web plan which can be accessed on our website: <a href="https://ccrpc.gitlab.io/lrtp-2050">https://ccrpc.gitlab.io/lrtp-2050</a>.

### Why is the LRTP important?

Without an approved LRTP, state and federal funding for transportation projects in our area cannot be obligated. With no obligated funding, larger projects such as the I-57/I-74 interchange, and smaller projects like bridge replacements and bike paths using state or federal funding could be pushed back until we have an approved LRTP. Secondly, the coordination between agencies and residents prompted by the two-year LRTP development process is essential to properly prioritize regional transportation improvements while considering local development.

#### **NEXT STEPS**

The draft LRTP 2050 was advertised and made available for public review as of Monday, September 16 and will be available through Tuesday, October 15, 2024. During the public review period, residents and agencies are welcome to review the document and provide comments. Member agencies can provide comments through November 8, 2024. CUUATS Staff will present the draft LRTP 2050 to several agencies through the end of October. After the public review period and presentations, the document will be updated based on comments received and presented for final approval to the CUUATS Technical and Policy Committees on December 4, 2024 and December 11, 2024, respectively. The LRTP 2050 must be submitted to IDOT by the end of 2024.

**CUUATS REQUEST:** Submit any recommended changes by November 8, 2024, and endorse the approval of the LRTP 2050.



Champaign-Urbana Urban Area Transportation Study A program of the Champaign County RPC

# PETITION REQUESTING AND RESOLUTION APPROVING APPROPRIATION OF FUNDS FROM THE COUNTY BRIDGE FUND PURSUANT TO 605 ILCS 5/5-501

### **PETITION**

Petitioner, <u>William Lewis</u>, hereby requests an appropriation of funds from the Champaign County Bridge Fund pursuant to 605 ILCS 5/5-501. In support of this petition, Petitioner states the following:

- 1. Petitioner is the duly elected Highway Commissioner for the Raymond Road District, Champaign County, Illinois; and
- 2. There is a <u>Bridge</u> located on County Road 2000E between Sections 16 and 17 in Raymond Township, over the East Branch of the Embarras River, which is in need of repair; and
- 3. To ensure the adequacy of said structure for the traveling public, it is necessary that said bridge be repaired; and
- 4. The cost to <u>repair</u> the aforesaid structure is estimated to be \$20,000.00 which will be more than .02% of the value of all the taxable property in the <u>Raymond</u> Road District, as equalized or assessed by the Department of Revenue; and
- 5. The tax rate for road purposes in the <u>Raymond</u> Road District was in each year for the last two (2) years not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code (605 ILCS 5/6-501); and
- 6. The <u>Raymond</u> Road District is prepared to pay 50% of the cost associated with the repair of said structure.

Respectfully submitted,

William Lewis

Commissioner of Highways of <u>Raymond</u> Road District, Champaign County, Illinois

#### RESOLUTION NO.

WHEREAS, the County Board finds that based on the representations in the foregoing Petition, it is required pursuant to 605 ILCS 5/5-501 to provide the requested aid.

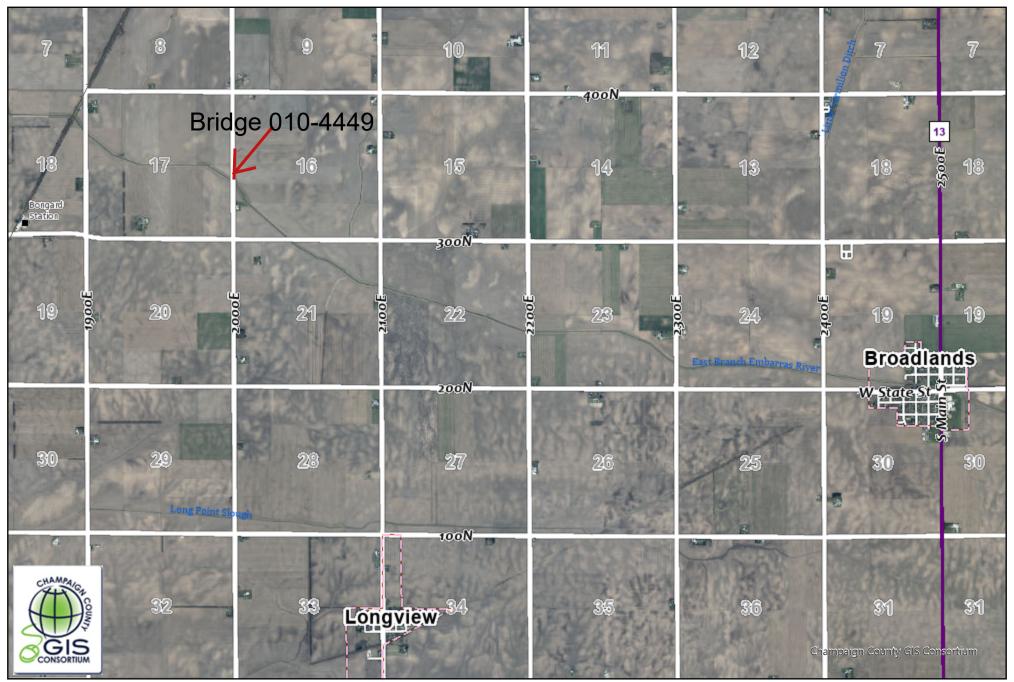
NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County as follows:

- 1. The County Board hereby appropriates from the County Bridge Fund a sufficient sum to meet 50% of the cost to repair the aforesaid structure.
- 2. The County Board hereby directs the County Engineer to cause plans and specifications to be prepared for said improvement.
- 3. The County Board hereby orders that said improvement be made under the general supervision of the County Engineer, by receiving quotes for the improvements.
- 4. The County Board hereby directs the County Engineer to certify to the County Board when the work has been satisfactorily completed to meet his approval. Such certificate shall include an itemized account of the cost of all items of work incurred in the completion of said improvement and shall show the division of cost between the County and the <u>Raymond Road District</u>.
- 5. The County Board further directs the County Engineer to file said certificate with the clerk of the Raymond Road District.
  - 6. This Resolution shall become effective upon its adoption.

PRESENTED, ADOPTED, APPROVED and RECORDED this  $24^{\rm th}$  day of October, A.D., 2024.

		Samantha Carter, Chair Champaign County Board
		Approved:
Recorded & Attes	t	
	Aaron Ammons, County Clerk	Steve Summers
	and ex-officio Clerk of the	County Executive
	Champaign County Board	
		Date:
Prepared by: Jeff F	Nine	
Count	y Engineer	

# Bridge Map 010-4449



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This map was prepared with geographic information system (GIS) data created by the Champaign County GIS Consortium (CCGISC), or other CCGISC member agency. These entities do not warrant or guarantee the accuracy or suitability of GIS data for any purpose. The GIS data within this map is intended to be used as a general index to spatial information and not intended for detailed, site-specific analysis or resolution of legal matters. Users assume all risk arising from the use or misuse of this map and information contained herein. The use of this map constitutes acknowledgement of this disclaimer.



# PETITION REQUESTING AND RESOLUTION APPROVING APPROPRIATION OF FUNDS FROM THE COUNTY BRIDGE FUND PURSUANT TO 605 ILCS 5/5-501

### **PETITION**

Petitioners, Brian Buss, and Richard Thompsen, hereby request an appropriation of funds from the Champaign County Bridge Fund pursuant to 605 ILCS 5/5-501. In support of this petition, Petitioners state the following:

- 1. Petitioners are the duly elected Highway Commissioners for the <u>St.</u> <u>Joseph</u> and <u>Urbana</u> Road Districts, Champaign County, Illinois; and
- 2. There is a <u>Bridge</u> located on County Road 1800E between Section 1 and Section 6 on the township line between St. Joseph and Urbana Townships over the Saline Branch Drainage Ditch, which needs repair; and
- 3. To ensure the adequacy of said structure for the traveling public, it is necessary that said bridge be repaired; and
- 4. The cost to <u>repair</u> the aforesaid bridge is estimated to be \$100,000 which will be more than .02% of the value of all the taxable property in either the <u>St. Joseph</u> Road District or <u>Urbana</u> Road District, as equalized or assessed by the Department of Revenue; and
- 5. The tax rate for road purposes in the <u>St. Joseph</u> Road District and the <u>Urbana</u> Road District was in each year for the last two (2) years not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code (605 ILCS 5/6-501); and
- 6. The <u>St. Joseph</u> Road District and <u>Urbana</u> Road District are prepared to split the payment of 50% of the township cost for the repair of said structure. The cost split will be proportioned based on the assessed valuations of each township.

Respectfully submitted,

<u> Brian Buss</u>

Commissioner of Highways of St. Joseph Road District, Champaign County, Illinois Richard Thompsen

Commissioner of Highways <u>Urbana</u> Road District. Champaign County, Illinois

#### RESOLUTION NO.

WHEREAS, the County Board finds that based on the representations in the foregoing Petition, it is required pursuant to 605 ILCS 5/5-501 to provide the requested aid.

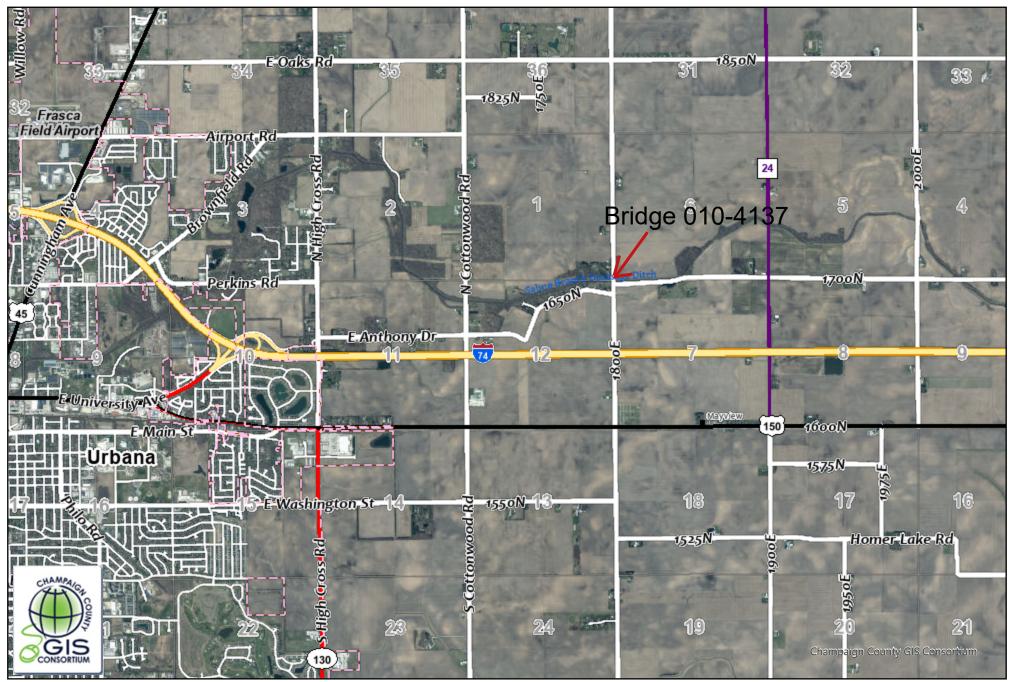
NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County as follows:

- 1. The County Board hereby appropriates from the County Bridge Fund a sufficient sum to meet 50% of the cost to repair the aforesaid structure.
- 2. The County Board hereby directs the County Engineer to cause plans and specifications to be prepared for said improvement.
- 3. The County Board hereby orders that said improvement be made under the general supervision of the County Engineer, by receiving bids for the improvements.
- 4. The County Board hereby directs the County Engineer to certify to the County Board when the work has been satisfactorily completed to meet his approval. Such certificate shall include an itemized account of the cost of all items of work incurred in the completion of said improvement and shall show the division of cost between the County, St. Joseph Road District and Urbana Road District.
- 5. The County Board further directs the County Engineer to file said certificate with the clerk of the <u>St. Joseph</u> Road District and the <u>Urbana</u> Road District.
  - 6. This Resolution shall become effective upon its adoption.

PRESENTED, ADOPTED, APPROVED and RECORDED this 24th day of October A.D., 2024.

		Samantha Carter, Chair
		Champaign County Board
		Approved:
Recorded & Attest		
	Aaron Ammons, County Clerk	Steve Summers
	and ex-officio Clerk of the	County Executive
	Champaign County Board	
		Date:
Prepared by: Jeff B	lue	
County Engineer		

# Bridge Map 010-4137



0.5

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# Nania Energy Advisors Distributed Generation Energy Services Agreement

The County of Champaign, Illinois ("CLIENT") and Nania Energy, Inc dba Nania Energy Advisors ("NANIA"), acting as an independent contractor, enter into this Distributed Generation ("DG") Energy Consulting Agreement ("Agreement") as of 10/11/2024, the effective date. The foregoing are sometimes referred to herein individually as a "Party" and collectively as the "Parties". The Parties agree to the terms as follows:

**Scope of Services-** NANIA is qualified and committed to provide comprehensive services related to a review of on-site distributed generation energy installation(s). This review may include:

- 1. Pro-forma review of expected array size, costs, tax credits, and Return on Investment provided by the installation of an on-site distributed generation system (pro-forma is an estimate only of each item and does not constitute a guarantee).
- 2. Development of a Request for Proposals, RFP, based on CLIENT needs and site specifics, that will work as a solicitation to 3<sup>rd</sup> party distributed generation developers and installers to obtain quotes for the installation of on-site distributed generation.
- 3. Review of 3<sup>rd</sup> party RFP submissions with respect to the quality and costs of such submissions in order to provide the CLIENT with the best possible information to make a vendor selection, if such a selection is made.
- 4. Contract negotiation with the selected vendor to provide the best total value to the CLIENT.
- 5. Upon vendor selection, determination of the best funding source for selected distributed generation project.
- 6. Auditing of CLIENT energy bills upon completion of the distributed generation installation to verify results and productivity of the project.

**Compensation-** In return for its services, NANIA will be compensated:

<u>\$0.07</u> per watt DC (direct current watt), based on the size of the installed array, in which case all compensation will be paid to NANIA by the selected distributed generation developer/installer. As part of this agreement, CLIENT agrees to authorize this payment from the selected 3<sup>rd</sup> party to NANIA.

In the event the CLIENT decides not to move forward with the project after the RFP has been issued, CLIENT agrees to compensate NANIA \$10,000 (ten thousand dollars) for its time and materials to organize the RFP. This compensation will only be due if the project is not executed and completed due to CLIENT decision. CLIENT has 12 months from the issuance of the distributed generation RFP to execute the agreement with the distributed generation provider before the project would be deemed "not completed." In the event that the project is executed at a later date with the selected provider, the original per-watt compensation would be authorized to be paid to NANIA by the distributed generation provider. In this instance, if the CLIENT has paid the \$10,000 compensation directly to Nania due to the delay in executing the agreement, the \$10,000 would be refunded to the client once NANIA has been paid by the distributed generation provider.



**Exclusivity-** CLIENT agrees that NANIA is the exclusive representative of CLIENT in regard to solicitations regarding distributed generation and solar energy at the determined site (see Exhibit A for site list). This exclusivity will be in place for the term of this agreement. CLIENT agrees that all requests from NANIA to 3<sup>rd</sup> party distributed generation providers should be regarded as if they are requests from CLIENT.

**Term-** This Agreement shall remain in effect for two years from the effective date. .

**Authorization-** CLIENT provides authorization to NANIA to contact and receive from both the utility and its contracted suppliers required monthly utility invoices and agreements for the business purpose of this agreement so that NANIA may calculate accurate ROI on all distributed generation projects. Furthermore, CLIENT directs that all requests from NANIA to both energy suppliers and distributed generation providers should be considered as if the request came from CLIENT itself. This authorization in no way allows NANIA to enter into any binding agreements or energy supply contracts on CLIENT's behalf.

**Additional Services**- NANIA is committed to providing all necessary services and guidance to the CLIENT in regard to their energy & utility needs. Additional products and services may be consulted on and implemented during the term of this Agreement at the request of the CLIENT. Any such products and services including supply contracts for Electricity and Natural Gas will be outlined in a separate Energy Services Agreement. Additional services will be compensated separate from this agreement.

**Applicable Law/Venue-** This Agreement shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law. Any lawsuit, action or proceeding arising out of or relating to the services or this Agreement shall be brought in a federal or state court in Champaign County.

**Severability-** If any clause, sentence, paragraph or part of the Agreement should be declared or rendered unlawful by a court or regulatory agency of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

**No Waiver-** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

### **Limitations of Liability**

-CLIENT understands that NANIA is a 3rd party consultant and is therefore not responsible for the actions of any third party that is not party to this Agreement. Any liability and obligations for any DG project will solely exist between CLIENT and contractor. CLIENT's sole remedy for any damages will be against the contractor.

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- -NANIA expressly disclaims any liability with respect to any product or service purchased by CLIENT from any contractor or other third party in connection with the project. The decision to acquire any contractor or any other third party products and/or equipment is CLIENT'S decision, even if NANIA assists client in identifying, evaluating, selecting, or otherwise recommends to CLIENT that it utilize any contractor or any third party equipment or products. NANIA is not responsible for, and expressly disclaims liability for, the performance, operation, quality or failure of any equipment, product, and/or service provided by any contractor or other third party and/or the installation of any products or equipment by any contractor or other third party, including, without limitation, any damages to CLIENT's property arising in connection with such installation of products or equipment.
- -NANIA will be relying on all known industry standards, costs and incentives (federal and local) in connection with its creation of the pro formal analysis. CLIENT understands that the pro forma is just an estimate of costs and is not a guarantee of results of the actual project, if implemented. Moreover, NANIA is not a party to agreements between the CLIENT and any suppliers, vendors, or utilities and makes no guarantee of specific results or dollar savings based in connection with any particular project.
- -NANIA does not certify the accuracy of or availability of any of the incentives and tax credits included in both the NANIA pro forma estimate and contractor proposal(s), nor is NANIA rendering any tax advice in connection with its proposal. It is CLIENT's responsibility to consult with a licensed accountant or other tax professional to verify all project tax benefits and the applicability and availability of such project tax benefits to the CLIENT.
- -In no event shall NANIA be liable to CLIENT any damages, including without limitation, any incidental, special, indirect, consequential, or punitive damages, including, without limitation, damages based upon loss of use, lost profit or revenue, lost goodwill, work stoppage, business interruption, impairment of other products, loss by reason of shutdown or non-operation, increased expenses of operation, cost of purchase of replacement products or services, or any claims of CLIENT for service interruption, even if advised in advance of the possibility for such damages.

**Insurances-** Each of the parties shall carry at its own cost and expense, all insurances that are required by law in addition to insurances that may be reasonably required to insure against damages or losses.

**Miscellaneous-** CLIENT may not assign its rights, interests or obligations under this Agreement without the express written consent of NANIA. Subject to the forgoing, this Agreement shall be binding upon and inure to the benefit of the parties and any of NANIA's respective successors and lawful assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person. The provisions of this Agreement and all attachments hereto shall constitute the entire agreement between the parties and shall supersede all prior agreements and understandings between the Parties and no representations or statements made by any representative of NANIA that are not stated herein shall be binding. This Agreement may not be amended, supplemented, changed, modified, or renewed, except by a writing signed by the parties. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.



In Witness Whereof, the Parties have executed this Agreement as of the date first written above.

Client	Nania Energy, Inc dba Nania Energy Advisors
By:	By:
Its:	Its:
Date:	Date:
	Energy Advisor Contact Information:
	Contact: Aaron Raftery
	Phone: 847-975-6437
	Fmail: araftery@naniaenergy.com



### **Exhibit A Site List**

Champaign County Engineer 1605 East Main Street Urbana, IL 61802



## **SOLAR FEASIBILITY STUDY**

Site Location:

# **Champaign County Engineer**

1605 E Main St Urbana, IL 61802



Date: 9/5/2024 By: Aaron Raftery



1605 E Main St Urbana, IL 61802

Date: 9/5/2024 Prepared by: Aaron Raftery

### **ARRAY SUMMARY**

System Size: 216 kW-DC
Estimated Year 1 Production: 267,668 kWh
1,240 kWh/kW

Solar Equipment:

Solar Modules: (366) Tier 1 Panels 590W
Inverter: String Inverters
Racking: Flush-Mount Racking
Monitoring: Production Monitoring Included



### **PROJECT FINANCIALS**

Pricing & Incentives							
Total System Price	\$	537,054					
Federal Investment Tax Credit (30%)	\$	144,921					
Ameren Rebate	\$	53,985					
Tax on grant(s)	\$	-					
Net Year 1 System Cost	\$	338,149					

Return on Investment							
Payback Period (in years)	5.3						
10-Year Internal Rate of Return	10.6%						
20-Year Internal Rate of Return	14.6%						
30-Year Internal Rate of Return	15.3%						
Cumulative cashflow yrs 1-30	\$1,098,148						

\$137,474 Solar Saves	\$1,235,622
Cost of solar-produced energy over 30 years:	Cost of same amount of energy purchased from Utility:

\*Cost of buying electricity from utility company using assumed initial utility rate of \$0.13/kWh and an inflation rate of 2% per year over the next 30 years

Nania Energy is not a certified financial planner and does not guarantee returns
Pricing is indicative and for informational purposes only

Nania Energy Advisors

4200 Cantera Drive, Suite 219 Warrenville, IL 60555

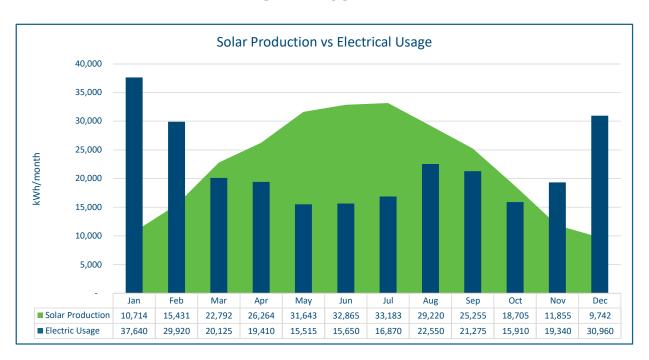
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1605 E Main St Urbana, IL 61802

### Date: 9/5/2024 Prepared by: Aaron Raftery

### **MONTHLY SUMMARY**



### **ENVIRONMENTAL BENEFITS**

### Clean energy generation of 267670 kWh per year:



Electrical usage of 22 average homes offset



469610 miles not driven (based on greenhouse gas emissions)



208460 pounds of coal not burned (based on CO2 emissions)



9/5/2024 Date: 1605 E Main St Urbana, IL 61802 Aaron Raftery Prepared by:

### FINANCIAL PROFORMA

Total System Price	\$ 537,054	Payback Period (yrs)	5.3	System Size:	215.94 kW-DC
Ameren Rebate	\$ 53,985	Timeline	IRR	Solar production value:	\$0.13/kWh
		10 Year	10.6%		
		20 Year	14.6%	Effective tax rate:	0%
		30 Year	15.3%	Utility Rate escalator:	2.0%
Tax on grant(s)	\$ -			Annual solar degradation:	0.7%
Net Price	\$ 483,069	30-Yr cashflow	\$ 1,098,148	Est Year 1 Production:	267,668

Year		Net Price	Fed ITC		Depreciation	SR	EC Value		alue of	Annual	umulative
1	Ċ	(402.000) 6	144.024	ć		ć	20.000		Solar	Cashflow	Cashflow
1	\$	(483,069) \$	144,921	\$	-	\$	29,866	\$		(273,485)	(273,485)
2				\$	-	\$	28,970	\$	34,428	\$ 63,398	\$ (210,087)
3				\$	-	\$	28,768	\$	34,871	63,638	\$ (146,449)
4				\$	-	\$	28,566	\$	35,319	\$ 63,885	\$ (82,564)
5 6					-	\$	28,366	\$		\$ 64,140	\$ (18,424)
				\$	-	\$	28,168	\$	36,233	\$ 64,401	\$ 45,977
7						\$	27,970	\$	36,699	\$ 64,670	\$ 110,647
8						\$	-	\$	37,171	\$ 37,171	\$ 147,818
9						\$	-	\$		\$ 37,649	\$ 185,467
10						\$	-	\$	38,133	\$ 38,133	\$ 223,601
11						\$	-	\$	,	\$ 38,624	\$ 262,225
12						\$	-	\$	39,121	\$ 39,121	\$ 301,345
13						\$	-	\$		\$ 39,624	\$ 340,969
14						\$	-	\$	40,133	\$ 40,133	\$ 381,102
15						\$	-	\$	40,649	\$ 40,649	\$ 421,751
16						\$	-	\$	,	\$ 41,172	\$ 462,923
17						\$	-	\$	41,702	41,702	\$ 504,625
18						\$	-	\$	42,238	\$ 42,238	\$ 546,863
19						\$	-	\$	42,781	42,781	\$ 589,644
20						\$	-	\$		\$ 43,331	\$ 632,975
21						\$	-	\$	,	\$ 43,888	\$ 676,863
22						\$	-	\$	44,453	\$ 44,453	\$ 721,316
23						\$	-	\$	45,024	\$ 45,024	\$ 766,341
24						\$	-	\$	45,603	\$ 45,603	\$ 811,944
25						\$	-	\$	46,190	\$ 46,190	\$ 858,134
26						\$	-	\$	46,784	\$ 46,784	\$ 904,918
27						\$	-	\$	47,386	\$ 47,386	\$ 952,304
28						\$	-	\$	47,995	\$ 47,995	\$ 1,000,299
29						\$	-	\$	,	\$ 48,612	\$ 1,048,911
30						\$		\$	49,237	\$ 49,237	\$ 1,098,148
Total				\$	- \$ - \$	- \$	200,675	\$1	,235,622		\$ 1,098,148

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### Date: Prepared by:

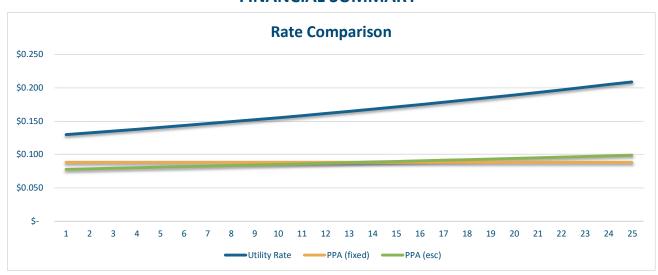
9/5/2024 Aaron Raftery

### **ARRAY SUMMARY**

System Size: Estimated Year 1 Production	216 kW-DC tion: 267,668 kWh					
Proposed I	PPA Rates:					
Current Utility Rate	\$	0.1300				
PPA Rate - fixed	\$	0.0884				
PPA Rate - with escalator	\$	0.0780				
PPA escalation rate		1.00%				
PPA term		25 years				



### **FINANCIAL SUMMARY**



Cost of same amount of energy purchased from Utility:	Cost of solar-produced energy over 25 years (Fixed):	Cost of solar-produced energy over 25 years (Escalator):			
\$995,608	\$532,360	\$528,682			
Solar Saves:	\$463,248	\$466,926			

\*Cost of buying electricity from utility company using assumed initial utility rate of \$0.13/kWh and an inflation rate of 2% per year over the next 25 years

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## **SOLAR FEASIBILITY STUDY**

Site Location:

# **Champaign County Engineer**

1605 E Main St Urbana, IL 61802



Date: 9/5/2024 By: Aaron Raftery



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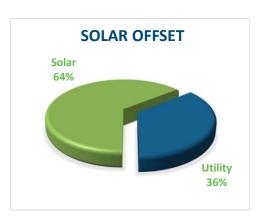
Date: 9/5/2024 Prepared by: Aaron Raftery

### **ARRAY SUMMARY**

System Size: 130 kW-DC
Estimated Year 1 Production: 170,310 kWh
1,306 kWh/kW

Solar Equipment:

Solar Modules: (221) Tier 1 Panels 590W
Inverter: String Inverters
Racking: Flush-Mount Racking
Monitoring: Production Monitoring Included



### **PROJECT FINANCIALS**

Pricing & Incentives						
Total System Price	\$	346,934				
Federal Investment Tax Credit (30%)	\$	94,301				
Ameren Rebate	\$	32,598				
Tax on grant(s)	\$	-				
Net Year 1 System Cost	\$	220,035				

Return on Investment					
Payback Period (in years)	5.4				
10-Year Internal Rate of Return	10.0%				
20-Year Internal Rate of Return	14.1%				
30-Year Internal Rate of Return	14.9%				
Cumulative cashflow yrs 1-30	\$693,842				

ľ	Solar Saves \$693,842					
	\$92,351	\$786,193				
	Cost of solar-produced energy over 30 years:	Cost of same amount of energy purchased from Utility:				

\*Cost of buying electricity from utility company using assumed initial utility rate of \$0.13/kWh and an inflation rate of 2% per year over the next 30 years

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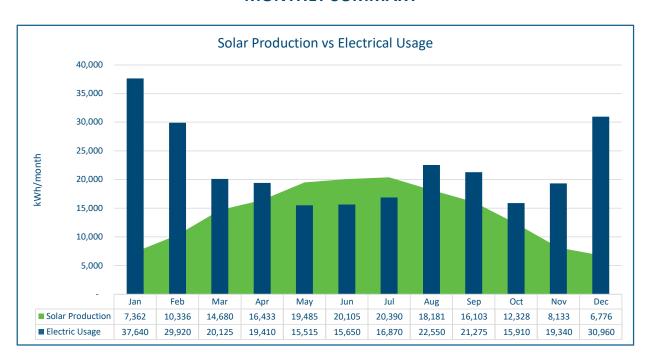
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1605 E Main St Urbana, IL 61802

### Date: 9/5/2024 Prepared by: Aaron Raftery

### **MONTHLY SUMMARY**



### **ENVIRONMENTAL BENEFITS**

### Clean energy generation of 170310 kWh per year:



Electrical usage of 14 average homes offset



298800 miles not driven (based on greenhouse gas emissions)



132640 pounds of coal not burned (based on CO2 emissions)



9/5/2024 Date: 1605 E Main St Urbana, IL 61802 Aaron Raftery Prepared by:

### FINANCIAL PROFORMA

Total System Price	\$ 346,934	Payback Period (yrs)	5.4	System Size:	130.39 kW-DC
Ameren Rebate	\$ 32,598	Timeline	IRR	Solar production value:	\$0.13/kWh
		10 Year	10.0%		
		20 Year	14.1%	Effective tax rate:	0%
		30 Year	14.9%	Utility Rate escalator:	2.0%
Tax on grant(s)	\$ -			Annual solar degradation:	0.7%
Net Price	\$ 314,336	30-Yr cashflow	\$ 693,842	Est Year 1 Production:	170,310

Year		Net Price	Fed ITC		Depreciation	:	REC Value		Value of	Annual	umulative
	<u> </u>	(244.226) 4	04.004	<u> </u>			40.00	2	Solar	Cashflow	Cashflow
1	\$	(314,336) \$	94,301	\$	-	\$			\$ 22,140	(178,892)	(178,892)
2				\$	-	\$	18,43		\$ 21,906	\$ 40,339	\$ (138,553)
3				\$	-	\$	18,30		\$ 22,187	40,491	\$ (98,062)
4				\$	-	\$	18,17		\$ 22,473	\$ 40,648	\$ (57,414)
5				\$	-	\$	18,04		\$ 22,762	40,810	\$ (16,603)
6				\$	-	\$	17,92		\$ 23,054	\$ 40,977	\$ 24,373
7						\$	17,79		\$ 23,351	41,148	\$ 65,521
8						\$	-		\$ 23,651	\$ 23,651	\$ 89,172
9						\$	-		\$ 23,955	23,955	\$ 113,127
10						\$	-		\$ 24,263	\$ 24,263	\$ 137,391
11						\$	-		. ,	\$ 24,575	\$ 161,966
12						\$	-		\$ 24,891	\$ 24,891	\$ 186,857
13						\$	-		\$ 25,211	25,211	\$ 212,069
14						\$	-		\$ 25,536	\$ 25,536	\$ 237,604
15						\$	-		\$ 25,864	\$ 25,864	\$ 263,468
16						\$	-		\$ 26,197	26,197	\$ 289,665
17						\$	-		\$ 26,534	26,534	\$ 316,199
18						\$	-		\$ 26,875	\$ 26,875	\$ 343,074
19						\$	-		\$ 27,220	\$ 27,220	\$ 370,294
20						\$	-		\$ 27,570	\$ 27,570	\$ 397,864
21						\$	-		\$ 27,925	\$ 27,925	\$ 425,789
22						\$	-		\$ 28,284	\$ 28,284	\$ 454,074
23						\$	-		\$ 28,648	\$ 28,648	\$ 482,721
24						\$	-		\$ 29,016	\$ 29,016	\$ 511,738
25						\$	-		\$ 29,389	\$ 29,389	\$ 541,127
26						\$	-		\$ 29,767	\$ 29,767	\$ 570,894
27						\$	-		\$ 30,150	\$ 30,150	\$ 601,045
28						\$	-		\$ 30,538	\$ 30,538	\$ 631,583
29						\$	-		\$ 30,931	\$ 30,931	\$ 662,513
30						\$	-		\$ 31,328	\$ 31,328	\$ 693,842
Total				\$	- \$ - \$	- \$	127,68	4	\$ 786,193		\$ 693,842

Nania Energy

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9/5/2024

**Aaron Raftery** 

### **Champaign County Engineer**

1605 E Main St, Urbana, IL 61802

### ARRAY SUMMARY

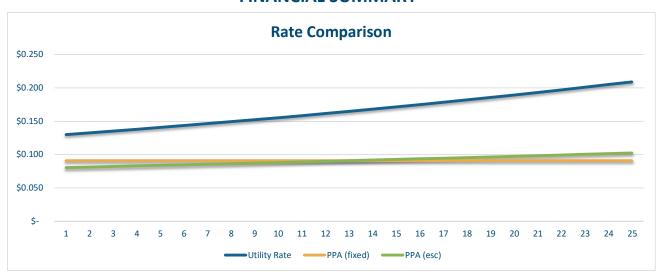
System Size: 130 kW-l Estimated Year 1 Production: 170,310 kWh				
Proposed PP	A Rates:			
Current Utility Rate	\$	0.1300		
PPA Rate - fixed	\$	0.0910		
PPA Rate - with escalator	\$	0.0806		
PPA escalation rate		1.00%		
PPA term		25 years		



Date:

Prepared by:

### **FINANCIAL SUMMARY**



Cost of same amount of energy purchased from Utility:	Cost of solar-produced energy over 25 years (Fixed):	Cost of solar-produced energy over 25 years (Escalator):			
\$633,478	\$348,689	\$347,599			
Solar Saves:	\$284,789	\$285,880			

\*Cost of buying electricity from utility company using assumed initial utility rate of \$0.13/kWh and an inflation rate of 2% per year over the next 25 years

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#### RESOLUTION NO.

### RESOLUTION AUTHORIZING THE CHAMPAIGN COUNTY ENGINEER TO SIGN A DISTRIBUTED GENERATION ENERGY SERVICES AGREEMENT

WHEREAS, Nania Energy Advisors, an independent consultant, has provided a service agreement to the County Engineer for the following services with respect to adding solar panels to the roof of the Champaign County Highway Department:

- 1. Pro-forma review of expected array size, costs, tax credits, and Return on Investment provided by the installation of an on-site distributed generation system (pro-forma is an estimate only of each item and does not constitute a guarantee).
- 2. Development of a Request for Proposals, RFP, based on CLIENT needs and site specifics, that will work as a solicitation to 3rd party distributed generation developers and installers to obtain quotes for the installation of on-site distributed generation.
- 3. Review of 3rd party RFP submissions with respect to the quality and costs of such submissions in order to provide the CLIENT with the best possible information to make a vendor selection, if such a selection is made.
- 4. Contract negotiation with the selected vendor to provide the best total value to the CLIENT.
- 5. Upon vendor selection, determination of the best funding source for selected distributed generation project.
- 6. Auditing of CLIENT energy bills upon completion of the distributed generation installation to verify results and productivity of the project.

WHEREAS, adding solar panels to the roof of the Champaign County Highway Department will provide clean energy to power the County Highway Department facility; and

WHEREAS, the county would realize significant savings in energy supply over the life of the solar array; and

WHEREAS, said agreement has been reviewed by the States Attorney's office and found to be of proper form; and

WHEREAS, said agreement has been recommended for approval by the County Engineer and the Facilities Director.

NOW THEREFORE BE IT RESOLVED that the Champaign County Engineer is authorized to execute the Distributed Energy Service Agreement with Nania Energy Advisors.

PRESENTED, ADOPTED, APPROVED and RECORDED this 24th day of October, A.D. 2024.

		amantha Carter, Chair hampaign County Board
	Approved	:
	11	Steve Summers, County Executive
		Date:
Recorded & Attest:		
	Aaron Ammons, County Clerk and ex-Officio Clerk of the Champaign County Board	_
	Date:	