

WASHINGTON COUNTY BOARD MEETING

TUESDAY JUNE 14, 2016

7:00 P.M.

PRAYER AND PLEDGE
CALL TO ORDER
ROLL CALL
ACKNOWLEDGMENT OF GUESTS
APPROVAL OF MINUTES

PERSONS TO APPEAR

Kelly Cameron – Wash. Co. Treasurer

7:30 P.M.

1. HIGHWAY DEPT: NONE
2. CLAIMS AGAINST COUNTY COMMITTEE
3. STATES ATTORNEY'S MONTHLY REPORT
4. COUNTY CLERK & RECORDER'S MONTHLY REPORT
5. SHERIFF'S MONTHLY REPORT
6. EMERGENCY AMBULANCE & RESCUE SERVICE MONTHLY REPORT
7. ZONING:
 - A. Case #003-16 Daniel Dlubala, Zoning Map Amendment
 - B. Case #004-16 Michael Baldwin, Zoning Map Amendment
 - C. Case #002-16 Melissa Kania, Zoning Map Amendment
8. RESOLUTION: APPROVE PREVAILING WAGE

COMMITTEE REPORTS:

FINANCE

- A Resolution: Clerk & Recorder Fees
- B Resolution: Sheriff Fees
- C Resolution: Courthouse Security

BUILDING:

- A. Office Rental
- B. Electric Rate Contract
- C. Courthouse Re-dedication
- D. Courthouse Renovation
 1. Display Area
 2. Wall Decor

OPPORTUNITY FOR THE GENERAL PUBLIC TO ADDRESS THE BOARD

OFFICIAL PROCEEDINGS

WASHINGTON COUNTY BOARD MEETING

JUNE 14, 2016

The reconvened and adjourned meeting of the County Board of Washington County, Illinois was held at the Washington County Courthouse in Nashville, Illinois on June 14, 2016, for the purpose of transacting county business that might come before the board.

Present and presiding were Vice-Chairman Gary Suedmeyer and Nancy Heseman, County Clerk and Clerk of the Board.

Others present were, Dan Bronke, Heath Hooks, Josh Jones and Kent Ahlers, Linda Tragesser, Danny Dlubala, Brent Huelsmann and Travis Voltz.

Following the Lord's Prayer and the Pledge of Allegiance, Vice-Chairman Suedmeyer called the meeting of the Washington County Board to order at 7:00 p.m.

Roll call was taken by Clerk Heseman with 11 members present. Those present were , Kurwicki, Hohlt, Spenner, Shubert, Bening, Barczewski, Brammeier, Muentner, Gill, Lisk and Suedmeyer. Those absent were Evans, Todd, Ibendahl and Meyer.

Vice -Chairman Suedmeyer asked if there were any corrections to the minutes from the May meeting. With no corrections, a motion was made by Kurwicki and seconded by Hohlt to approve the minutes as presented. Motion carried.

Highway Department: No report.

The Claims against the County report was presented to the Board for approval.

TO THE CHAIRMAN AND MEMBERS OF THE BOARD: YOUR COMMITTEE ON June 13, 2016 EXAMINED ALL CLAIMS PRESENTED AND RECOMMENDS PAYMENT TO THE FOLLOWING AND THE CLERK BE DIRECTED TO ISSUE ORDER ON THE COUNTY TREASURER TO THE CLAIMANTS FOR THE AMOUNT ALLOWED. **(See Exhibit A)** A motion was made by Lisk and seconded by Gill to accept the claims as presented. Roll call vote was taken with 11 ayes and 0 nays. Motion carried.

The State's Attorney Monthly Report was presented to the Board for approval **(See Exhibit B)** A motion was made by Spenner and seconded by Shubert to accept the report as presented. Motion carried.

The County Clerk & Recorder's Monthly Report was presented to the Board for approval. **(See Exhibit C)** A motion was made by Lisk and seconded by Muentner to accept the report as presented. Motion carried.

The Sheriff's Monthly Report was presented to the Board for approval **(See Exhibit D)** A motion was made by Hohlt and seconded by Kurwicki to accept the report as presented. Motion carried.

The Emergency Ambulance and Rescue Service Monthly Report was presented to the Board for approval. **(See Exhibit E)** A motion was made by Shubert and seconded by Spenner to accept the report as presented. Motion carried.

Zoning Request #003-16 – Daniel Dlubala – Ordinance to Amend Zoning Map – (Ordinance #016-5)- to change the zone district classification of 2 acres located in the NE ¼ of the SE ¼ of the NE ¼ of Section 3 T3S R3W from Ag to R-1 (Rural Residential) to permit Rural Residential uses. **(See Exhibit F)** A motion was made by Shubert and seconded by Barczewski to accept and concur with the Zoning Board of Appeals recommendation. Roll call vote was taken with 11 ayes and 0 nays. Motion carried and zoning request granted.

Meyer enters the meeting.

Michael Baldwin wished to withdraw his zoning request #004-16. **(See Exhibit G)**

Zoning Request #002-16 – Melissa Kania – Ordinance to amend Zoning Map- (Ordinance #016-6) to change the zone district classification of 3 acres in the NW corner of the W ½ NE ¼ NW ¼ Sec 26 T3S R2W from Ag to R-1 (Rural Residential) to permit Rural Residential uses. **(See Exhibit H)** Shubert informed the Board this case was tabled from the April Hearing to allow Ms. Kania to gather more/better information regarding easements. The Zoning Board of Appeals Denied this request, the committee concurred with the Zoning Board of Appeals. A Motion was made by Hohlt and seconded by Shubert to concur with the recommendation of the Zoning Board of Appeals to deny this request. Suedmeyer explained to the Board in this case an Aye Vote would mean denying the request. Roll Call vote was taken with 12 ayes and 0 nays. Motion carried and the Zoning Request was denied.

Suedmeyer presented a **RESOLUTION DETERMINING THE PREVAILING RATE OF WAGES. (See Exhibit I) Ordinance #2016-4.** A motion was made by Gill and seconded by Muentner to accept the resolution as presented. Motion carried.

Mitch Burdick entered the meeting.

At this time Chairman Meyer asked for Committee Reports:

Finance, Claims Due Co & Economic Development: Suedmeyer explained to the Board the Resolutions on the agenda will not be addressed at this meeting due to the fact the State's Attorney has not had time to review them.

The Audit was delayed and will not be presented until the July Meeting.

Personnel, Policy & Appointments:

Shubert asked to go into closed session under 2-c-3 following the committee reports.

Building Committee:

Suedmeyer informed the Board they met with Mr. Terry Beach about renting out office space to Investment Work Force Group. This office space was originally planned for the Region Office of Education due to the fact they closed the office in Washington County, the County has this extra office available. The rent would be \$500.00 per month including utilities, but not the phone or internet. Meyer informed the Board that Investment Work Force Group used to be located in the County Building,

old jail, but had to move out for various reasons. They are located at the Community Center at this time, but would like to re-locate to the Courthouse.

Ibendahl enters the meeting.

A motion was made by Kurwicky and seconded by Hohlt to enter into an agreement to rent out the office space to the Investment Work Force Group on a year to year basis. Motion carried.

Suedmeyer brought before the board electrical rates from various suppliers, he suggested going with a 3 year contract. A motion was made by Brammeier and seconded by Bening to enter into a 3 year contract, July 2017 – July 2020, with Homefield Energy at a rate of .06046. **(See Exhibit J)**. Motion carried

The Building Committee is planning on a Dedication of the Renovation of the Courthouse to be held on Sunday, June 26 at 2:00 p.m., Meyer asked the board members to let him know if they are not planning on attending the event.

The Nashville Chamber contacted Suedmeyer about the Fall Festival on the Courthouse lawn this year. Suedmeyer has some concerns with the new lawn and landscaping being done this summer; the county may not want this on the courthouse lawn. No action was taken.

FOP will not supply the county with a book containing the new union agreement; Meyer feels a need for members to have a hard copy of the new agreement. Brammeier stated he would take care of getting hard copies made for members.

UCCI Conference is July 24-26 anyone interested in attending please contact Meyer.

A motion was made by Shubert and seconded by Gill to enter into executive session under 2-C-3 – Public Officials, requesting State's Attorney Hooks to remain in the executive closed session. Motion carried.

The County Board entered into Executive Session at 7:50 p.m.

The County Board returned to open session at 8:10 p.m.

A motion was made by Muentner and seconded by Lisk to pay all bills, payroll and overtime. Motion carried.

Hohlt informed the Board the 9-1-1 committee named a new road for the city to approve. The new road name is North Mockingbird Road.

A motion was made by Lisk and seconded by Muentner to adjourn until July 13, 2016 at 7:00 p.m. Motion carried. The meeting of the Washington County Board adjourned at 8:25 p.m.

Nancy Heseman

Washington County Clerk & Clerk of the Board

Report of Committee

STATE OF ILLINOIS)
)
WASHINGTON COUNTY)

Nashville, Illinois

June 1, 2016

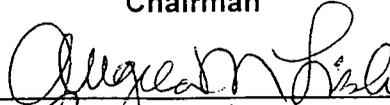
Mr Chairman, Ladies and Gentlemen of the County Board:

Your committee to who was referred the claims against the County Highway Department for the month of May 2016 would beg leave to submit the following report on the matter before them. That claims as shown on the attached sheets in the following total amount be approve for payment.

County Highway Fund	\$44,037.41
County Bridge Fund	\$9,327.79
County Matching Fund	\$0.00
County MFT Fund	\$537.73
Road District Fund	\$55,442.52
Township Bridge Fund	<u>\$320,172.18</u>
Total	\$429,517.63

All of which is respectfully submitted.

Chairman




Claims Committee

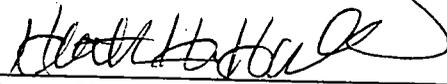
"A"

STATE'S ATTORNEY REPORT

I, HEATH H. HOOKS, WASHINGTON COUNTY STATE'S ATTORNEY, STATE THAT
THE FOLLOWING IS A TRUE AND COMPLETE EARNINGS OF THE WASHINGTON COUNTY
STATE'S ATTORNEY'S OFFICE FOR THE MONTH OF MAY , 2016.

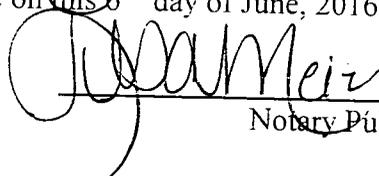
FEES EARNED \$ 769.00

FEES COLLECTED AND PAID
TO COUNTY TREASURER \$ 769.00



Heath H. Hooks
Washington County State's Attorney

I, the undersigned, attest that the above signature is that of Heath H. Hooks, Washington County
State's Attorney, and was signed in my presence on this 6th day of June, 2016.



Notary Public



"B"

WASHINGTON COUNTY CLERK & RECORDER
REPORT OF COLLECTIONS
COLLECTION FOR THE PERIOD 05/01/16-05/31/2016

BEGINNING BALANCE \$39,287.18

MAY 2016

DISBURSEMENTS:

Tax Redemptions	\$16,107.09
Tax Redemptions Interest	1,475.17
Miscellaneous	497.25
R/E Revenue Stamps	4,340.00
Total Disbursements:	\$22,419.51


NANCY HESEMAN
CLERK/RECORDER
WASHINGTON COUNTY

JUNE 1, 2016

KELLY CAMERON, WASHINGTON COUNTY TREASURER:

(G.I.S. ASSESSOR FUND) \$ 2,412.00

(G. I.S. RECORDER FUND) 268.00

ILLINOIS DEPT OF REVENUE:

(R.H.S.P. - \$9.00 PER 261 DOC) 2,349.00

IL DEPT. OF PUBLIC HEALTH

(\$4.00 SURCHARGE DEATH CERT) 24.00

STATE TREASURER, IL DOMESTIC VIOLENCE

(MARRIAGE LICENSE SURCHARGE) 45.00

KELLY CAMERON, WASHINGTON COUNTY TREASURER:

(RECORDER AUTO FUND) 946.50

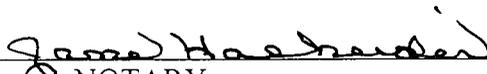
(FEE'S COLLECTED) 10,823.17

TOTAL \$16,867.67

TOTAL DISBURSEMENT \$39,287.18

TOTAL DISBURSEMENTS FOR THE MONTH OF MAY 2016.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 1ST DAY OF JUNE 2016.


NOTARY



"C"

I, DANNY BRADAC, SHERIFF OF WASHINGTON COUNTY SHATES THAT THE FOLLOWING IS A TRUE AND COMPLETE EARNINGS OF THE SHERIFF'S OFFICE FOR THE MONTH OF MAY 2016

FEES EARNED	\$526.00
FEES COLLECTED AND PAID TO THE COUNTY TREASURER	\$217.00
DIETING PRISONERS	\$1852.89
SAL. DUE SHERIFF	\$4338.46
SERVICE CALLS	\$702.00
BALANCE DUE SHERIFF	\$4338.46

CRIMINAL ARRESTS.....15
 TRAFFIC ARRESTS.....35
 WARNINGS.....85

Danny Bradac

 SHERIFF DANNY BRADAC

Paulette Leonard ATTEST THAT THE ABOVE SIGNATURE IS THAT OF DANNY BRADAC, SHERIFF OF WASHINGTON COUNTY AND WAS SIGNED IN MY PRESENCE THIS 13th DAY OF June 2016.

Paulette Leonard

 NOTARY
OFFICIAL SEAL
 PAULETTE M LEONARD
 Notary Public, State of Illinois
 My Commission Expires 06-16-2018

"D"



WASHINGTON COUNTY
EMERGENCY AMBULANCE AND RESCUE SERVICE

160 N. WEST COURT STREET NASHVILLE, ILLINOIS 62263

Phone: (618) 327-3075

Fax: (618) 327-7281

Monthly Report for May 2016

Receipts/Billing

Billed Out	\$ 89,712.20
Collected	\$ 50,382.63
Write Off Amount	\$ 17,516.10

Turned In Amount \$ 50,382.63

Total Expenses

May 2016 \$ 9,283.96

Total Calls for 2016

December 2015:	167
January 2016:	149
February 2016:	121
March 2016:	139
April 2016:	136
May 2016:	160

2016 Totals: 872

E



WASHINGTON COUNTY ZONING OFFICE

125 W. St. Louis St.
Nashville, IL 62263

Phone (618)327-4800 ext. 345
FAX (618)327-3692

OFFICE HOURS:
TUES 8:00A.M.- NOON
THURS 8:00 - 4:00 P.M.

Email : Rick.Greten@washingtonco.illinois.gov

ORDINANCE TO AMEND ZONING MAP

WHEREAS, a public hearing was held in the Washington County Courthouse in Nashville, Illinois on May 26th, 2016 at 8:00pm, before the Zoning Board of Appeals and notice of said hearing was duly given; and
WHEREAS, an application #003-16 was presented by Daniel Dlubala, on requesting an amendment to the Washington County Zoning Ordinance (map) changing the Zone District Classification of:

2 acres in the NE ¼ of the SE ¼ of the
NE ¼ of Section 3, T.3S.-R.3W. of the
3rd PM in Washington County, Illinois

from Ag. to R-1 (Rural Residential) to permit

Rural Residential uses

and

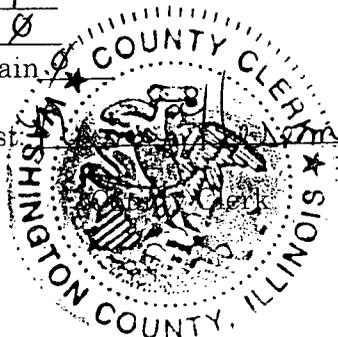
WHEREAS, the Zoning Board of Appeals has recommend the X Approval, Denial, the County Board of Washington County CONCURS in the aforesaid findings and recommendations; and

NOW, THEREFORE, BE IT ORDAINED by the County Board of Washington County, Illinois for a Zoning Map Amendment to change the Zone District Classification of the above-described property from Ag. to R-1 to be X Granted Denied.

ADOPTED this 14th day of June, 2016.

Aye 11
Nay 0
Abstain 0

Attest:



David A. Meyer

County Board Chairman

F

I, Michael Baldwin wish to withdraw my request from the Washington County Zoning Board in regards to case # 004-16.

Thanks,



Michael Baldwin

6/13/14

MB

"6"



WASHINGTON COUNTY ZONING OFFICE

125 W. St. Louis St.
Nashville, IL 62263

Phone (618)327-4800 ext. 345
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3 acres in the NW corner of the W 1/2 of the
NE 1/4 of the NW 1/4 of Section 26, T.3S.-R.2W. of the
3rd PM in Washington County, Illinois

from Ag. to R-1 (Rural Residential) to permit

Rural Residential uses

and

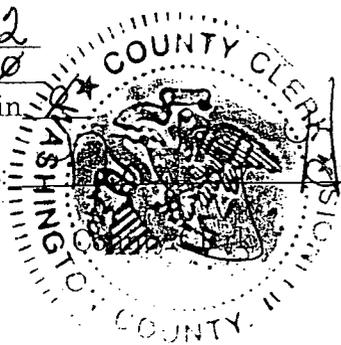
WHEREAS, the Zoning Board of Appeals has recommend the ___ Approval, X Denial, the County Board of Washington County concur S in the aforesaid findings and recommendations; and

NOW, THEREFORE, BE IT ORDAINED by the County Board of Washington County, Illinois for a Zoning Map Amendment to change the Zone District Classification of the above-described property from Ag. to R-1 to be ___ Granted X Denied.

ADOPTED this 14th day of June, 2016.

Aye 12
Nay 0
Abstain

Attest:



[Signature]

[Signature]

County Board Chairman

H

WASHINGTON COUNTY
WASHINGTON COUNTY, ILLINOIS
**A RESOLUTION DETERMINING THE
PREVAILING RATE OF WAGES**

Recitals

The *Prevailing Wage Act*, approved June 26, 1941, as amended (820 ILCS 130/1 *et seq.*) required that County of Washington investigate and ascertain the prevailing rate of wages in said locality for work which is of similar character to that which may be performed by laborers, mechanics and other workers engaged in the construction of public works for said County; and

The aforesaid Act requires Washington County to investigate and ascertain said prevailing wages once each year in the month of June; and

Washington County enacted Ordinance No. 2016-4, entitle An Ordinance *Incorporating the Terms of the Prevailing Wage Act*, on June 25, 1993, wherein authority was granted to the Board of the County to enact a resolution each calendar year in order to ascertain the then current prevailing rate of wages which resolution shall supersede the determination provided in said Ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD MEMBERS OF WASHINGTON COUNTY, WASHINGTON COUNTY, ILLINOIS, as follows:

SECTION 1. The recitals enumerated above are incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2. To the extent and as required by the *Prevailing Wage Act*, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of Washington County, is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Washington County area as determined by the Department of Labor of the State of Illinois as of June of the current year. A copy of the prevailing rate of wages for construction work in the Washington County area as determined by the Department of Labor is or will be attached hereto and is incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction

" I "

CERTIFICATE

STATE OF ILLINOIS)

)

COUNTY OF WASHINGTON)

The undersigned, duly elected, qualified and acting Clerk of the County of Washington, Washington County, Illinois DOES HEREBY CERTIFY that the foregoing is a true, exact and compared copy of *A Resolution Determined the Prevailing Rate of Wages* passed at a regular meeting of the County Board of Washington County, Illinois, held on the 14 day of June, 2016, as the same appears in the records of said County.



Nancy Heseman
Nancy Heseman, County Clerk

undertaken by the County of Washington. The definition of any terms appearing in this Resolution which are also used in aforesaid Act shall be the same as in said Act.

SECTION 3. Nothing herein contained shall be construed to apply said general prevailing rate of wages to any work or employment except public works of said County to the extent required by the aforesaid Act.

SECTION 4. The Clerk shall publicly post or keep available for inspection by any interested party in the main office of this County this determination or any revisions of such prevailing rate of wages. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

SECTION 5. The Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employers who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 6. The Clerk shall promptly file a certified copy of this Resolution with the Illinois Department of Labor.

SECTION 7. The Clerk shall cause to be published in a newspaper of general circulation within the area a Notice stating the Prevailing Wage Resolution has been adopted and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

PASSED by the Members of the Washington County Board of Washington County, Illinois

This 14 day of June, 2016

David A. Meyer
County Board Chairman

ATTEST:

Nancy Heesman
Nancy Heesman, County Clerk



Washington County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng			
ASBESTOS ABT-GEN		ALL		28.420	29.420	1.5	1.5	2.0	6.350	14.13	0.000	0.800			
ASBESTOS ABT-MEC		BLD		30.360	31.360	1.5	1.5	2.0	7.450	3.000	0.000	0.000			
BOILERMAKER		BLD		33.340	35.840	1.5	1.5	2.0	7.070	21.53	1.250	0.400			
BRICK MASON		BLD		32.000	33.920	1.5	1.5	2.0	8.100	10.92	0.000	0.800			
CARPENTER		ALL		36.340	37.840	1.5	1.5	2.0	6.800	8.250	0.000	0.400			
CEMENT MASON		BLD		29.500	31.000	1.5	1.5	2.0	7.500	6.730	0.000	0.500			
CEMENT MASON		HWY		35.150	35.650	1.5	1.5	2.0	7.100	11.00	0.000	0.700			
CERAMIC TILE FNSHER		BLD		27.480	0.000	1.5	1.5	2.0	6.450	5.700	0.000	0.580			
ELECTRIC PWR EQMT OP		ALL	1	38.010	0.000	1.5	1.5	2.0	5.760	10.64	0.000	0.380			
ELECTRIC PWR EQMT OP		ALL	2	33.940	0.000	1.5	1.5	2.0	5.760	9.510	0.000	0.340			
ELECTRIC PWR GRNDMAN		ALL		27.970	0.000	1.5	1.5	2.0	5.760	7.830	0.000	0.280			
ELECTRIC PWR LINEMAN		ALL		47.620	50.830	1.5	1.5	2.0	5.760	13.33	0.000	0.480			
ELECTRICIAN	NW	ALL		38.450	40.760	1.5	1.5	2.0	7.990	9.720	0.000	0.960			
ELECTRICIAN	SE	ALL		41.250	43.500	1.5	1.5	2.0	7.180	10.93	0.000	0.830			
ELECTRONIC SYS TECH		BLD		33.660	35.660	1.5	1.5	2.0	7.010	4.320	0.000	0.400			
ELEVATOR CONSTRUCTOR		BLD		45.090	50.730	2.0	2.0	2.0	13.57	14.21	3.610	0.600			
FLOOR LAYER		BLD		31.080	31.830	1.5	1.5	2.0	6.800	8.250	0.000	0.400			
GLAZIER		BLD		32.780	0.000	2.0	2.0	2.0	9.020	10.80	2.630	0.310			
HT/FROST INSULATOR		BLD		38.060	39.060	1.5	1.5	2.0	8.700	11.46	0.000	0.550			
IRON WORKER		ALL		31.000	33.000	1.5	1.5	2.0	7.110	12.35	0.000	0.420			
LABORER		ALL		27.920	28.920	1.5	1.5	2.0	6.350	14.13	0.000	0.800			
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000			
MARBLE FINISHERS		BLD		27.480	0.000	1.5	1.5	2.0	6.450	5.700	0.000	0.580			
MARBLE MASON		BLD		32.000	33.920	1.5	1.5	2.0	8.100	10.92	0.000	0.800			
MILLWRIGHT		ALL		36.340	37.840	1.5	1.5	2.0	6.800	8.250	0.000	0.400			
OPERATING ENGINEER		BLD	1	34.700	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000			
OPERATING ENGINEER		BLD	2	33.570	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000			
OPERATING ENGINEER		BLD	3	29.090	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000			
OPERATING ENGINEER		BLD	4	29.150	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000			
OPERATING ENGINEER		BLD	5	28.820	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000			
OPERATING ENGINEER		BLD	6	36.250	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000			
OPERATING ENGINEER		BLD	7	36.550	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000			
OPERATING ENGINEER		BLD	8	36.830	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000			
OPERATING ENGINEER		BLD	9	35.700	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000			
OPERATING ENGINEER		HWY	1	33.700	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000			
OPERATING ENGINEER		HWY	2	32.570	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000			
OPERATING ENGINEER		HWY	3	28.090	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000			
OPERATING ENGINEER		HWY	4	28.150	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000			
OPERATING ENGINEER		HWY	5	27.820	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000			
OPERATING ENGINEER		HWY	6	35.250	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000			
OPERATING ENGINEER		HWY	7	35.550	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000			
OPERATING ENGINEER		HWY	8	35.830	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000			
OPERATING ENGINEER		HWY	9	34.200	36.200	1.5	1.5	2.0	10.00	17.20	0.000	1.000			
PAINTER		BLD		30.250	31.750	1.5	2.0	2.0	5.250	9.170	0.000	0.650			
PAINTER		HWY		31.450	32.950	1.5	1.5	2.0	5.250	9.170	0.000	0.650			
PAINTER OVER 30FT		BLD		31.250	32.750	1.5	2.0	2.0	5.250	9.170	0.000	0.650			
PAINTER PWR EQMT		BLD		31.250	32.750	1.5	2.0	2.0	5.250	9.170	0.000	0.650			
PAINTER PWR EQMT		HWY		32.450	33.950	1.5	1.5	2.0	5.250	9.170	0.000	0.650			
PILEDRIIVER		ALL		36.340	37.840	1.5	1.5	2.0	6.800	8.250	0.000	0.400			
PIPEFITTER	E	BLD		36.100	39.710	1.5	1.5	2.0	6.530	7.050	0.000	0.900			
PIPEFITTER	W	BLD		37.000	39.500	1.5	1.5	2.0	8.550	5.700	0.000	0.580			
PLASTERER		BLD		29.500	31.000	1.5	1.5	2.0	7.500	6.730	0.000	0.500			
PLUMBER	E	BLD		36.100	39.710	1.5	1.5	2.0	6.530	7.050	0.000	0.900			
PLUMBER	W	BLD		37.000	39.500	1.5	1.5	2.0	8.550	5.700	0.000	0.580			
ROOFER		BLD		30.700	32.700	1.5	1.5	2.0	8.900	7.450	0.000	0.290			
SHEETMETAL WORKER		ALL		32.650	34.150	1.5	1.5	2.0	8.630	7.670	1.970	0.360			
SPRINKLER FITTER		BLD		40.030	43.030	2.0	2.0	2.0	8.370	11.18	0.000	1.250			
SURVEY WORKER		->NOT IN EFFECT				ALL	27.620	28.120	1.5	1.5	2.0	5.750	12.58	0.000	0.800
TERRAZZO FINISHER		BLD		31.240	0.000	1.5	1.5	2.0	6.450	4.370	0.000	0.420			
TERRAZZO MASON		BLD		32.530	32.830	1.5	1.5	2.0	6.450	5.870	0.000	0.450			
TRUCK DRIVER		ALL	1	34.220	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250			
TRUCK DRIVER		ALL	2	34.690	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250			
TRUCK DRIVER		ALL	3	34.950	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250			
TRUCK DRIVER		ALL	4	35.240	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250			
TRUCK DRIVER		ALL	5	36.170	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250			
TRUCK DRIVER		O&C	1	27.380	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250			

TRUCK DRIVER	O&C 2	27.750	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	O&C 3	27.960	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	O&C 4	28.190	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	O&C 5	28.940	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250

Legend: RG (Region)
 TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMAN (Foreman Rate)
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

WASHINGTON COUNTY

ELECTRICIANS (NORTHWEST) - Township of Venedy.

PLUMBERS & PIPEFITTERS (WEST) - That part of the county West of a line 2.5 miles East of Rt. 127 including the towns of Posin, Beacoup and New Minden.

PLUMBERS & PIPEFITTERS (EAST) - That part of the county East of a North-South line 2.5 miles East of Rt. 127.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER AND MARBLE FINISHER

The handling, at the building site, of all sand, cement, tile, marble or stone and all other materials that may be used and installed by [a] tile layer or marble mason. In addition, the grouting, cleaning, sealing, and mixing on the job site, and all other work as required in assisting the setter. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance,

background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

OPERATING ENGINEER - BUILDING

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller - Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and all Operators except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; and Whirlie Cranes.

GROUP IX. Master Mechanic

OPERATING ENGINEERS - Highway

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller - Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, Well Drilling Machines, Boring Machines, Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and all Operators (except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; and Whirlie Cranes.

GROUP IX. Mechanic

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work. Jurisdiction in Bond, Calhoun, Clinton, Fayette, Greene, Jefferson, Jersey, Macoupin, Madison, Marion, Monroe, Montgomery, Perry, Randolph, St. Clair, and Washington.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

TERRAZZO FINISHER

The handling of all materials used for Mosaic and Terrazzo work including preparing, mixing by hand, by mixing machine or transporting of pre-mixed materials and distributing with shovel, rake, hoe, or pail, all kinds of concrete foundations necessary for Mosaic and Terrazzo work, all cement terrazzo, magnesite terrazzo, Do-O-Tex terrazzo, epoxy matrix ter-razzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixture of plastics composed of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, and all other building materials, all similar materials and all precast terrazzo work on jobs, all scratch coat used for Mosaic and Terrazzo work and sub-bed, tar paper and wire mesh (2x2 etc.) or lath. The rubbing, grinding, cleaning and finishing of same either by hand or by machine or by terrazzo resurfacing equipment on new or existing floors. When necessary finishers shall be allowed to assist the mechanics to spread sand bed, lay tarpaper and wire mesh (2x2 etc.) or lath. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base, and troweled or rolled into the finish and then the surface is ground by grinding machines.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.



850 East Diehl Rd, Suite 142
 Naperville, IL 60563
 (630) 955-1500
 (630) 955-0989

Washington County
 6/14/2016

July 2017 - July 2018						
Electric Supply Components						
Supplier	Fixed Energy Price (ATC)	Line Losses	Capacity	Transmission & Ancillary	Renewal Compliance Charge	Total Energy Charges
MidAmerican	\$ 0.03893	\$ 0.00262	\$0.01230	\$0.00711	\$ 0.00113	\$ 0.06209
Constellation	\$ 0.03799	\$ 0.00219	\$0.02130		\$ 0.00128	\$ 0.06276
Champion	\$ 0.04512	*	\$0.01322	\$0.00521	*	\$ 0.06355

July 2017 - July 2019						
Electric Supply Components						
Supplier	Fixed Energy Price (ATC)	Line Losses	Capacity	Transmission & Ancillary	Renewal Compliance Charge	Total Energy Charges
MidAmerican	\$ 0.03909	\$ 0.00263	\$0.01269	\$0.00711	\$ 0.00113	\$ 0.06265
Constellation	\$ 0.03807	\$ 0.00220	\$0.02166		\$ 0.00133	\$ 0.06326
Champion	\$ 0.04541	*	\$0.01364	\$0.00528	*	\$ 0.06433

HSMER160

0.05944

July 2017 - July 2020						
Electric Supply Components						
Supplier	Fixed Energy Price (ATC)	Line Losses	Capacity	Transmission & Ancillary	Renewal Compliance Charge	Total Energy Charges
MidAmerican	\$ 0.03945	\$ 0.00265	\$0.01318	\$0.00711	\$ 0.00113	\$ 0.06352
Constellation	\$ 0.03836	\$ 0.00222	\$0.02182		\$ 0.00137	\$ 0.06377
Champion	\$ 0.04574	*	\$0.01466	\$0.00530	*	\$ 0.06570

HUMFIELD

0.06046

Current Contract						
	Energy	Line Losses	Capacity	Transmission & Ancillary	Renewal Compliance Charge	
HFE/Dynegy	\$ 0.03886	\$ 0.00151	\$ 0.00114	\$ 0.00629	\$ 0.00155	\$ 0.04935
HFE/Dynegy	\$ 0.03594	\$ 0.00201	\$ 0.01102	\$ 0.00676	\$ 0.00101	\$ 0.05674

Please Note:

RTO Charges include: Capacity, Transmission and Ancillary Charges
 Champion - Includes losses and Renewal Compliance Charge in their Energy Charge
 Constellation* - Includes the Renewal Compliance Charge in their Energy Charge

CURRENT AMEREN RATE

MAY 2016

0.06173

113"

ELECTRIC SERVICE AGREEMENT – EXHIBIT A

NOTICE & CONTACT INFORMATION			
Illinois Power Marketing Company d/b/a HOMEFIELD ENERGY ("Supplier")		COUNTY OF WASHINGTON	
Notices:	Attn. Customer Care	All Notices & Invoices (Please do not use P. O. Boxes for the Notices Address)	
	1500 Eastport Plaza Drive	Attention:	GARY SUEDEMEYER
	Collinsville, Illinois 62234	Street:	101 E ST LOUIS ST
Customer Care Telephone:	888-451-3911, Option 3	City, ST & Zip:	NASHVILLE, IL 62263
Customer Care E-Mail:	HFecustomer@Dynergy.com	Phone:	618-214-0231
DUNS #:	15-791-2432	Fax:	
Federal Tax ID #:	37-1395583	DUNS #:	
Delivery Service Provider:	800-232-2477	Federal Tax ID #:	

THIS EXECUTABLE OFFER BECOMES BINDING UPON EXECUTION SUBJECT TO CUSTOMER EXECUTING THE AGREEMENT PRIOR TO MIDNIGHT ON MONDAY, JUNE 13, 2016!

THE TERMS AND CONDITIONS HEREIN ARE HIGHLY CONFIDENTIAL AND PROPRIETARY AND SHALL NOT BE RELEASED TO ANY PERSON, FIRM OR ENTITY WITHOUT THE EXPRESSED PERMISSION OF SUPPLIER.

TABLE 1: PRICING AND TERM INFORMATION

Customer Initial to Elect	Power Price (¢/ kWh)	Initial Term Begins	Initial Term Ends
	5.944	July 2017	July 2019
<i>gls</i>	6.046	July 2017	July 2020

TABLE 2: ACCOUNT INFORMATION for County of Washington AS OF 6/13/2016

Delivery Service Provider (DSP)	DSP Account #	Bill Group	Service Location
IP	9998681137	9	125 W ST LOUIS ST NASHVILLE, IL 62263
IP	7244004174	12	245 N KASKASKIA ST NASHVILLE, IL 62263
IP	6030850896	13	17990 RICHVIEW RD NASHVILLE, IL 62263
IP	1969942257	11	177 S WASHINGTON ST NASHVILLE, IL 62263
IP	1866086019	9	125 E ELM ST. NASHVILLE, IL 62263

Check here if you are a local government entity as defined by 50 ILCS 505/Local Government Prompt Payment Act.

By signing this Exhibit A, Customer authorizes the DSP to enroll Customer's account for retail electric service supply provided by Supplier.

After reviewing the Terms and Conditions of Electric Service, please sign below and initial all pages of this agreement to enroll your electric service with Supplier. If you have any questions or need additional information, call us toll free at 1-888-451-3911, Option 3. By your signature below, you are certifying you are authorized to enter into this Agreement with Supplier.

County of Washington
(SIGN HERE)

Signature: *Gary Suedmeyer* Date: 6-14-16
 Print Name: GARY SUEDEMEYER
 Print Title: VICE CHAIRMAN WASHINGTON CO BOARD

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ELECTRIC SERVICE AGREEMENT TERMS AND CONDITIONS

This Electric Service Agreement Terms & Conditions and associated Exhibit A (collectively, the "Agreement"), by and between Supplier and Customer applies to, and represents the entirety of, Supplier's and Customer's understandings and agreements regarding Customer's full requirements for electricity to the Account(s) set forth in Table 2 ("Retail Power"). Supplier and Customer may be referred to herein individually as a "Party" and collectively as the "Parties".

Eligibility: This Agreement is only applicable to non-residential accounts that are less than 400 kW, and if more than one account less than 2,000 kW in aggregate, as defined by the Delivery Service Provider ("DSP") and as designated at the time of execution of this Agreement. Customer must complete and sign Exhibit A, initial all other pages, and return all pages of this Agreement to Supplier. Supplier reserves the right to not initiate service under this Agreement if, at Supplier's sole discretion, it is determined Customer is ineligible for this offer.

Power Price: Supplier will arrange for delivery of Customer's Retail Power. The Power Price noted in Exhibit A includes charges for energy, capacity, applicable Regional Transmission Operator and ancillary services, distribution and transmission energy losses, charges associated with the purchase, acquisition and delivery of renewable energy certificates (RECs) in accordance with the Illinois state mandated Renewable Portfolio Standard requirements, if applicable, plus scheduling and load forecasting associated with the delivery of Customer's Retail Power. It is understood and agreed that any RECs purchased and retired in accordance with the aforesaid state mandate is not the property of Customer and Customer has no claim, interest, or right to said RECs, or any value derived therefrom.

Term: Retail Power delivery will begin for each Account, contingent upon confirmation of successfully enrolled Direct Access Service Request from the host DSP, on the first available meter reading date of the month noted under Initial Term Begins in Table 1 or as soon as possible thereafter, and ends on the regularly scheduled meter reading date for the month noted under Initial Term Ends in Table 1, unless Customer and Supplier mutually agree to extend the Term of this Agreement in writing or enter into a Renewal Term as described below (the "Renewal Term"). Regularly scheduled meter reading dates are defined by the DSP Bill Group. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL CONTINUE ANNUALLY, TO BE KNOWN AS THE "RENEWAL TERM", UNLESS TERMINATED BY EITHER PARTY IN ACCORDANCE WITH THE CHANGES IN TERMS & CONDITIONS AND FINANCIAL RESPONSIBILITY SECTIONS BELOW.

Change in Terms & Conditions: If Supplier intends to change any of the terms or conditions of this Agreement for a Renewal Term, including but not limited to Power Price, then Supplier will provide Customer written notification of those changes no less than 45 days prior to the conclusion of the Term or Renewal Term, as the case may be. Such change(s) shall be deemed accepted by Customer unless, within 10 days after the issuance Supplier's notice, Customer objects in writing with notice of its intent to terminate service under this Agreement. If such timely objection is received by Supplier, the Account(s) will be returned to DSP service rates effective on the conclusion of the Term or Renewal Term, as the case may be.

Billing and Payment: Customer will receive a single bill from the DSP that contains Supplier charges set forth in this Agreement and DSP charges. Customer will make payments to the DSP according to the DSP's billing rules and schedules. Failure to pay Supplier charges may result in the Account(s) being returned to the DSP's standard service and forfeiture of Customer's right to choose another retail electric service provider until past due amounts are paid. Failure to pay invoice charges may result in the Account(s) being disconnected in accordance with the DSP's business practices.

If, due to DSP rules, any Account(s) become ineligible for a single bill from the DSP, at any time during contract, then Supplier will issue an invoice for all

ineligible Account(s). Supplier's invoice will reflect the Power Price for Retail Power times the kWh each month for those accounts billed by supplier, Customer will make payments to Supplier within twenty-one (21) days from the invoice date. Late payment charges may be assessed at the rate of 1.5% per month of the outstanding invoice amount if not received by the due date. If specified above that Customer is a local government entity as defined by 50 ILCS 505/ Local Government Prompt Payment Act (the "Act"), then in such event the Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this paragraph remain the same and are in effect.

Financial Responsibility: If requested, Customer shall provide a payment history record from the DSP to determine Customer's creditworthiness. If Customer's credit becomes unsatisfactory including, but not limited to, a consistent pattern of late payments, as determined by Supplier in a commercially reasonable manner, during the Term or a Renewal Term of this Agreement, Supplier may terminate this Agreement by 15 calendar days' notice of cancellation. Customer remains obligated to pay for all Retail Power delivered within 10 calendar days following the termination date.

Force Majeure: If a Party is unable to perform under this Agreement because of circumstances not reasonably within its control, including suspension, curtailment or service disruption, acts of God, breakage of transmission and delivery facilities or weather disasters, it will provide written notice to the other Party, and the Party's performance is excused for the duration of the Force Majeure event.

Limitation of Liability: DSP CONTINUES TO PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE, SUPPLIER WILL NOT BE LIABLE FOR ANY INJURY, LOSS, CLAIM, EXPENSE, LIABILITY OR DAMAGE RESULTING FROM FAILURE BY DSP OR TRANSMISSION PROVIDER. SUPPLIER IS ALSO NOT LIABLE FOR ANY INJURY, LOSS OR DAMAGE RESULTING FROM INTERRUPTION, INSUFFICIENCY OR IRREGULARITIES OF SERVICE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD-PARTY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR FOR ANY DAMAGES OF A SIMILAR NATURE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

Change in Law: If there is a change in law, regulation, applicable tariff, or regulatory interpretation thereof that affects herein during the Term or Renewal Term as determined in the sole discretion of Supplier, Supplier shall modify those charges to reflect such change, and the modified charges shall appear on the next monthly invoice.

Dispute Resolution: In the event of a dispute concerning the observance or performance of any of the terms or conditions herein, and the Parties are not otherwise able to resolve such dispute within 30 days after notice, the Parties agree the dispute shall be resolved by arbitration in accordance with the rules and regulations established by the American Arbitration Association ("AAA"). Any decision rendered by the AAA shall be final and binding, and judgment may be entered by any court of competent jurisdiction.

Miscellaneous: The Parties agree that the laws of the State of Illinois shall govern this Agreement. Customer may not assign this Agreement without the written consent of Supplier. The Agreement is a forward contract under applicable bankruptcy laws.

Customer Service: For questions about this Agreement, electric supply charges, or a change in Customer name, please contact our Customer Care Department by calling toll-free or by e-mail at the information found in Exhibit A. Our hours of operation are weekdays 7:30 am - 4:30 PM (CST).

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE, OR WIRES AND EQUIPEMENT SERVICE NEEDS, CONTACT YOUR DELIVERY SERVICE PROVIDER AT THE PHONE NUMBER LISTED IN EXHIBIT A.