COLES COUNTY BOARD
Regular Meeting
December 9, 2025

The Regular Meeting of the Coles County Board was called to order at 6:01 p.m. with the following members present, Bob Bennett, John Doty, Jeremy Doughty, Tad Freezeland, David Johnson, Nancy Purdy, Tom Royal, Rick Shook, Michael Watts, Bristole Zimmerman with Chairman Darrell Cox presiding.

Invocation was given by Jeremy Doughty
Moment of Silent Reflection
Pledge to the Flag

Public Comment

None

APPROVAL OF THE COLES COUNTY BOARD MINUTES

Motion was made by Bennett, seconded by Doty to approve the following Board Minutes

Special Meeting October 6, 2025
Re-Convened October 14, 2025 and November 12, 2025
Regular Meeting November 12, 2025

AYES: Bennett, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (11)
NAYS: None (0)
ABSENT: None (0)

APPOINTMENT TO COUNTY BOARD DISTRICT #2 BRIAN INGRAM

Chairman Cox made the appointment for Brian Ingram to serve on the County Board District #2 with the consent of the County Board.

AYES: Bennett, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Shook, Watts, Zimmerman (10)
NAYS: Royal (1)
ABSENT: None (0)

COLES COUNTY PUBLIC TRANSPORTATION FISCAL POLICY & PROCUREMENT PROCEDURES

For a copy of the Procedures see page(s) 7382 - 7387

Motion by Johnson, seconded by Watts to approve the Public Transportation Fiscal Policy& Procurement Procedures.

AYES: Bennett, Cox, Doty, Doughty, Freezeland, Ingram, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

RESOLUTION RE: AMEND FY2026 BUDGET-Probation

For a copy of the Resolution see page(s) 7388

RESOLUTION RE: AMEND FY2026 BUDGET - Court Services

For a copy of the Resolution see page(s) 7389

Both Resolutions were passed by the same vote.

Motion by Freezeland, seconded by Doughty

AYES: Bennett, Cox, Doty, Doughty, Freezeland, Ingram, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

RESOLUTION RE: AMEND FY2026 BUDGET - Circuit Clerk-Association Dues

For a copy of the Resolution see page(s) 7390

Motion by Bennett, seconded by Doty

AYES: Bennett, Cox, Doty, Doughty, Freezeland, Ingram, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

RESOLUTION RE: AMEND FY2026 BUDGET - Assessment Office - Salary

For a copy of the Resolution see page(s) 7391

Motion by Doughty, seconded by Johnson

AYES: Bennett, Cox, Doty, Doughty, Freezeland, Ingram, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

APPROVAL OF THE FOP LABOR COUNCIL AGREEMENT

For a copy of the Agreement see page(s) 7392 - 7435

Motion by Bennett, seconded by Doty

AYES: Bennett, Cox, Doty, Doughty, Freezeland, Ingram, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

CONTRACT AGREEMENT - APPROVAL SOLAR ON EARTH

For a copy of the Agreement see page(s) 7436 - 7454

Motion by Watts, seconded by Freezeland

AYES: Bennett, Cox, Doty, Doughty, Freezeland, Ingram, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

RESOLUTION FOR MAINTENANCE UNDER THE ILLINOIS HIGHWAY CODE SECTION 26-00000-00-GM
$850,000.00- Motor Fuel Tax

For a copy of the resolution see page(s) 7455

Motion by Doty, seconded by Bennett

AYES: Bennett, Cox, Doty, Doughty, Freezeland, Ingram, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

RESOLUTION APPROPRIATING FUNDS FOR THE PAYMENT OF THE COUNTY ENGINEER'S SALARY

For a copy of the resolution see page(s) 7456 - 7457

Motion by Doty, seconded by Shook

AYES: Bennett, Cox, Doty, Doughty, Freezeland, Ingram, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

AGREEMENT WITH UPCHURCH GROUP
BRIDGE STRUCTURE REPLACEMENT ON
STRUCTURE 015-3242 SECTION 25-06151-000-BR

For a copy of the agreement see page(s) 7458 -7460

Motion by Doty, seconded by Freezeland

AYES: Bennett, Cox, Doty, Doughty, Freezeland, Ingram, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

APPROVAL OF BILLS - COLES COUNTY

Motion by Bennett, seconded by Johnson to approve the payment of the Coles County bills, with the approval of the County Board.

AYES: Bennett, Cox, Doty, Doughty, Freezeland, Ingram, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

RESOLUTION TO SUBMIT AN ADVISORY REFERENDUM TO THE VOTERS OF COLES COUNTY REGARDING THE FEDERAL SCHOLARSHIP TAX CREDIT

For a copy of the resolution see page(s) 7461 - 7462

Motion by Bennett, seconded by Purdy

AYES: Bennett, Cox, Doty, Doughty, Freezeland, Ingram, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

AMEND HOLIDAY CALENDER 2025
(TO ADD 12-26-2025)

For a copy see page(s) 7463

Motion by Doughty, seconded by Royal

AYES: Bennett, Cox, Doty, Doughty, Freezeland, Ingram, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

ANOUNCEMENT OF APPOINTMENTS

1. One appointment to the GOV TC Board

ADJOURNED

Upon motion by Watts, seconded by Freezeland, the Coles County Board was adjourned at 6:46 p.m. with the consent of the County Board.

AYES: Bennett, Cox, Doty, Doughty, Freezeland, Ingram, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)•

_____ County Clerk

Coles County Public Transportation Fiscal Policy & Procurement Procedures

Effective Date: [Insert Date]
Authority: Coles County Board
Applies To: 5311 Rural Public Transportation Program & Downstate Operating Assistance Program (DOAP)
Responsible Entity: Coles County
Contracted Operator: Coles County Council on Aging (CCCoA) d/b/a Dial-A-Ride {DAR)

I. Purpose

This policy establishes the fiscal and procurement procedures for the management of public transit funds received by Coles County through the Illinois Department of Transportation {IDOT) under the Section 5311 and DOAP programs. It provides guidance for:

- Establishment and oversight of the **Public Transportation Account (PTA)**
- Procurement of goods and services funded with transit grants
- Compliance with federal (FTA), state (IDOTI, and county requirements
- Asset management, monitoring, and audit readiness

II. Public Transportation Account (PTA) Policy

A. Establishment and Use

1. Coles County will maintain a separate, interest-bearing PTA for all receipts and disbursements related to public transportation.

2. Revenues deposited include:
    - o DOAP reimbursements
    - o 5311 reimbursements
    - o Farebox revenue and donations (program income)

- Interest earned on the account

3. All expenditures must be **allowable, allocable, reasonable, and documented** in accordance with IDOT guidance and 2 CFR 200.

B. Internal Controls

- All disbursements require **dual authorization** (County Treasurer and PCOM or designee).
- Segregation of duties will ensure that staff requesting expenses, approving payments, and reconciling accounts are distinct roles.
- Variances must be documented and explained in financial reports.

C. Management and Oversight

- The Treasurer's Office will reconcile the PTA monthly; reports will be reviewed and submitted by the **PCOM.**
- CCCoA will submit monthly expenditure and revenue reports with supporting documentation.
- Coles County will retain all PTA records, bank statements, and reconciliations for at least **five (5) years** or longer if required by audit.

D. Program Income

- The operator shall hold all farebox revenue and donations.
- Program income must be used to offset eligible expenses **prior to drawing down DOAP/5311 funds** (per 2 CFR §200.307).
- CCCoA will maintain detailed fare collection togs, reporting program income with monthly reimbursement requests

E. Interest Income

- Any interest earned must remain in the PTA and be applied to eligible transit operating expenses.

III. Procurement Policy

A. Applicability

This policy applies to all procurements funded in whole or in part with 5311 or DOAP grant funds, whether conducted directly by Coles County or by CCCoA as its contracted operator.

B. General Standards

- Procurements shall ensure **full and open competition.**
- All costs must be necessary, reasonable, and allocable to public transit.
- Procurement records must fully document the method of procurement, rationale for vendor selection, and price reasonableness.

C. Thresholds and Procedures

IDOT Thresholds

The following procurement thresholds reflect IDOT standards for Illinois Public Transportation Providers.

Procurement Amount	Method	Requirements
Under $10,000	Micro-Purchase	No quotes required; price must be reasonable; purchases must be equitably distributed among vendors.
$10,000-$250,000	Small Purchase	Minimum of 2-3 written quotes required.
Over $250,000	Formal Procurement	Sealed bid or RFP with public notice; independent cost estimate; cost/price analysis; compliance with federal and state requirements.

Coles County Thresholds

The following procurement threshold reflects Coles County's standards for procurement.

Procurement Amount	Method	Requirements
Over $35,000	Formal Procurement	Sealed bid or RFP with public notice; independent cost estimate; cost/price analysis; compliance with federal and state requirements.

Note: More restrictive thresholds established by /DOT or Coles County shall apply.

D. Procurement Documentation

For each procurement, a **procurement file** must include:

- Funding source(s)
- Independent Cost Estimate (ICE)
- Method of procurement and justification
-Vendor selection rationale
- Cost or price analysis (as applicable)
- SAM.gov debarment/suspension check
- Required FTA/IDOT contract clauses

E. Special Federal Requirements

- **Buy America (49 CFR Part 661):** Applies to rolling stock and capital purchases. Pre- and post-delivery audits required.
- **DBE Compliance (49 CFR Part 26):** Good-faith efforts to solicit Disadvantaged Business Enterprises must be documented.
- **FTA Contract Clauses:** All contracts above the micro-purchase threshold must include federally required clauses (e.g., termination, lobbying certification, civil rights, Clean Air/Water compliance).

F. Protest Procedures

Vendors may submit written protests regarding procurement actions within **10 business days** of award notice. Protests will be reviewed by the County Board, and resolution will be documented in the procurement file.

G. Conflict of Interest

- No employee, officer, or agent of Coles County or CCCoA may participate in procurement if a real or apparent conflict exists.
- Annual conflict of interest certifications will be required of all involved staff and officials.

H. Subrecipient Responsibilities

- CCCoA must either adopt Coles County's procurement policy or develop its own subject to IDOT approval.
- AU CCCoA procurements within the program Dial-A-Ride that are over $25,000 require prior written approval from the County Board Chair and IDOT.

IV. Monitoring and Compliance

- The PCOM will review PTA activity and procurement files monthly.
- Coles County will conduct an **annual internal compliance review,** reporting findings to the County Board.
- CCCoA must comply with **2 CFR 200 Subpart F** audit requirements.
- Noncompliance may result in suspension of disbursements, repayment of funds, or contract termination.

V. Asset Management and Disposal

A. Ownership and Use

- All assets purchased with 5311 or DOAP funds are owned by Coles County and assigned to CCCoA for transit use only.

B. Inventory Tracking

- Coles County and CCCoA will maintain a **joint inventory log** including description, serial numberNIN, purchase date, cost, funding source, location, condition, and useful life.
- The threshold for inventory is $500, once met, all inventory tracking directives apply.
- Physical inventory must be verified annually.

C. Disposal Procedures

- Disposal must comply with **2 CFR 200.313(e),** IDOT's disposal process, and County policies.
- IDOT approval is required prior to disposal.
- Disposal may occur through public auction or sealed bid with at least two weeks' public notice.
- Assets are sold "as-is," and proceeds must be reported to IDOT and deposited into the PTA for future transit use.
- All disposal records must be retained for at least three (3) years.

VI. **Amendments**

This policy shall be reviewed every three years, or sooner if required by changes in IDOT, FTA, or federal regulations. Amendments must be approved by the Coles County Board and distributed to all affected parties.

Approved by: _____ Date: ____ _
Chair, Coles County Board

Attested by: _____ Date: ____ _
Clerk, Coles County Board

State of Illinois)
)ss.
County of Coles)

RESOLUTION RE: AMENDED FY2026 BUDGET

WHEREAS, the County Board passed the FY26 budget; and

WHEREAS, Coles County Court Services is requesting that the Juvenile Sex Offender Eval expense be moved from the County General Fund to the Probation Service Fee Fund.

WHEREAS, the Probation Service Fee Fund is a limited fund and does not need to be balanced.

WHEREAS, the Finance Committee voted to forward a resolution to the County Board amending the fiscal year 2026 budget as requested:

Increase line item 034-057-7199-000 $5,000

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County, Illinois, to amend the FY2026 budget as stated above.

DATED this _____day of _____,2025.

ATTEST:

_____ _____

County Clerk County Board Chairman

RESOLUTION TO AMEND BUDGET

WHEREAS, The Finance Committee approved to amend the Association Dues line item to the Circuit Clerk budget; and

WHEREAS, the Finance Committee recommend the FY2026 budget be amended as follows:

Line Item 001-001-7596-000 a budget decrease of $200
Line Item 001-010-7183-000 a budget increase of $200

NOW, THEREFORE BE IT RESOLVED that the County Treasurer be authorized to transfer funds as stated above.

DATED this__ day of _____ 202,5.

ATTEST:

_____ Clerk

State of Illinois)
)ss.
County of Coles)

RESOLUTION RE: AMENDED FY2026 BUDGET

WHEREAS, the County Board passed the FY26 budget; and

WHEREAS, Coles County Court Services did not include their cell phone expense request of $6,00.0 in their FY26 General Fund budget request.

WHEREAS, Coles County Court Services is requesting to decrease the Juvenile Sex Offender Evaluation line item by $5,000, and that this expense to be covered by Probation Service Fees.

WHEREAS, Coles County Court Services is also requesting the Juvenile Detention line item be decreased by $1,000 to balance the additional cost of $6,000 for Communications.

WHEREAS, the Finance Committee voted to forward a resolution to the County Board amending the fiscal year 2026 budget as requested:

Decreased line item 001-019-7144-000	$5,000
Decrease line item 00l-019-7186-000	$ 1,000
Increase line item 001-019-7450-000	$6,000

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County, Illinois, to amend the FY2026 budget as stated above.

DATED this----------day of _____, 2025.

ATTEST:

_____ _____

County Clerk County Board Chairman

State of Illinois)
)ss.
County of Coles)

RESOLUTION RE: AMEND BUDGET

WHEREAS, the Office of the Supervisor of Assessment's requested an increase for the Chief Deputy upon completion of certification: and

WHEREAS, these funds can be used for this expense and will need to be included in the Supervisor of Assessment's budget for FY 2026; and

WHEREAS, the Finance Committee voted to forward a resolution to the County Board to transfer these funds to the Supervisor of Assessments budget to allow this expense.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County to amend the FY 2026 budget as follows:

Increase line item 001-015-7050-000	Salaries Staff- $1,618
Decrease line item 001-005-7590-000	Contingency - $1,618

DATED this __ day of _____,2025.

ATTEST:

_____Clerk

ILLINOIS FOP
LABOR COUNCIL

and

COUNTY OF COLES / COLES COUNTY SHERIFF

Administrative Secretary, Betective Secretary, Telecommuraicator, and Warrants Clerk

December 1, 2025 - November 30, 2028

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Carol Stream - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911

County of Coles and Coles County Sheriffs Office

And

Fraternal Order of Police Labor Council
Collective Bargaining Agreement

Effective 12/1/2025 - 11/30/2028

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PREAMBLE

This Agreement is entered into by the County of Coles, a body politic, by its duly constituted County Board and the Sheriff of Coles County, hereinafter referred to as the "Employer," and the Illinois Fraternal Order of Police Labor Council hereinafter referred to as the "Union."

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours and working conditions.

In consideration of mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE 1 - RECOGNITION

Section 1.1. Unit Description

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours of employment, and other terms and conditions of employment of employees of the Coles County Sheriffs Office as certified by the Illinois State Labor Relations Board, Case No. S-RC-17-027, issued on January 20, 2017, in the following titles:

INCLUDED: Administrative Secretary; Detective Secretary; Telecommunicator and Warrants Clerk.

EXCLUDED: All other employees of the County of Coles.

Section 1.2. Excluded Supervisors

Excluded supervisors may continue to perform bargaining unit work which is incidental to their jobs, as per current practice. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by excluded supervisors shall not cause any layoffs of the bargaining unit employees or reduction in working hours.

ARTICLE 2 - NEW CLASSIFICATIONS AND VACANCIES

Section l.1. New Classifications

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Union agree to jointly petition the

Section 6.1. Grievance Processing

Union Stewards shall be provided thirty (30) minutes for the purpose of preparing for a grievance hearing on behalf of an employee and shall be without loss of pay.

Section 6.2. Union Delegates

Any employee(s) chosen *as* delegate(s) to an Illinois Fraternal Order of Police Labor Council State or National Conference' will upon written application approved by the Union and submitted to the Employer with at least fourteen (14) days' notice, be given a leave of absence without pay for the period of time required to attend such convention or conference. This period of time shall not exceed one (1) week. The employee may utilize existing vacation or compensatory time in lieu of such unpaid leave, subject to scheduling requirements of the Sherifrs Department. Such requests shall not be unreasonably denied.

Section 6.3. Union Negotiating Team

No more than two (2) members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay subject to operating needs of the Department. If a designated Union negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE 7 - DUES DEDUCTION

Section 7.1. Dues Deduction

Upon receipt of a written and signed authorization form (see Appendix B) from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall remit such deductions no later than the twentieth (20) of the current month, along with a record of those for whom deductions have been made (specifying either dues or fair share) and the names of any members for whom. deductions were not made and the reason they were not made to the Union. The Union shall advise the Employer of any increase in dues, in writing.

Section 7.2. Dues

With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and/or :financial obligation uniformly required and shall forward the full amount to the Union by the twentieth (20th) day of the current month. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union.

Section 7.3. Religious Objection

Should any voluntary member object to paying dues to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, in order to receive union representation on the same basis as a dues paying member, the employee may elect to pay an amount equal to the amount of union dues paid by union members to a non-religious charitable organization mutually agreed upon by the employee and the Union. The Union shall certify to the Employer the charitable organization to which such payments are to be made.

Section 7.4. Union Indemnification

The Union hereby indemnifies and agrees to defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the Employer at the request or instruction of the Union for the purpose of complying with the provisions ofthis Article.

ARTICLE 8 - NO STRIKE

Section 8.1. No Strike Commitment

Neither the Union nor any officer will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. No employee covered by this Agreement shall refuse to cross any picket line, by whoever established in order to perform their duties.

Section 8.2. Performance of Duty

It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes that may arise within the County. The Union agrees that no disciplinary action or other action will be taken by the Union against any employee or employees covered by this Agreement by reason of any such action or conduct in the line of duty.

Section 8.3. Resumption of Operations

In the event of action prohibited by Section 8.1 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt reswnption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 8.4. Union Liability

Upon the failure of the Union to comply with the provisions of Section 8.2 above, any agent or official of the Union who is an employee covered by this Agreement may be subject to the provisions of Section 8.5 below.

Section 8.5. Discipline of Strikers

Any employee who violates the provisions of Section 8.1 of this Article shall be subject to immediate discipline, including discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 8.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 8.6. No Lockout

The Employer will engage in no lockout of employees during the term of this Agreement.

State Labor Board to seek the necessary unit clarification. If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification.

Section *2.2.* Vacancies

Vacant positions shall be filled by the Sheriff by selecting the most qualified person. No employee shall be mandated to transfer into another job classification and can only be transferred if employee volunteers for such transfer.

ARTICLE 3 - NON-DISCRIMINATION

Section 3.1. Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all employees, and develop and apply equal employment practices.

Section 3.2. Prohibition Against Discrimination

Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical handicap, or sexual orientation. Alleged claims of discrimination shall not be processed through the grievance procedure of this Agreement, but rather shall be processed through the appropriate federal, state and/or local agencies.

Section 3.3. Membership or Activity

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

ARTICLE 4 - MANAGEMENT RIGHTS

The Employer possesses the sole right to operate the Sheriff's Office of the County and all management rights repose in it. Nothing herein shall affect the internal control authority of the Sheriff. Except as specifically amended, changed or modified by the Agreement, these rights include, but are not limited to, the following:

(a) To direct all operations of the County;

(b) To establish reasonable work rules and schedules of work;

(c) To hire or promote, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the County;

(d) To suspend, discharge and take other disciplinary action against non-probationary employees for just cause under established work rules and regulations of the • Sheriffs Office and the provisions of this Agreement (probationary employees may

be disciplined or terminated from employment by the Sheriff without cause);

(e) To lay off employees;

{f) To maintain efficiency of County operations;

(g) To introduce new or improved methods or facilities;

{h) To change existing methods or facilities;

(i) To determine the kinds and amounts of services to be performed as pertains to County operations; and the number and kind of classifications to perform such services;

U) To contract out for goods or services;

{k) To determine the methods, means and personnel by which County operations are to be conducted;

(l) To take whatever action is necessary to carry out the functions of the County in situations of emergency.

It is understood and agreed that any of the rights, powers, or authority the County had prior to the signing of this Agreement are retained by the County except those specifically abridged, granted, or modified by this Agreement.

ARTICLE 5 - SUBCONTRACTING

Section 5.1. General Policy

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency.

Section 5.2. Notice and Discussion

Absent an emergency situation, prior to the Employer changing its policy involving the overall subcontracting of work in a bargaining unit area, when such change amounts to a significant deviation from past practice resulting in loss of work of any number of bargaining unit employees, the Employer shall notify the Union and offer the Union an opportunity to discuss and participate in considerations over the desirability of such subcontracting of work, including means by which to minimize the impact of such on employees.

ARTICLE 6 - STEWARDS

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

ARTICLE 9 - PERSONNEL FILES

Section 9.1. Penonnel Files

The Employer shall keep a central personnel file for each employee within the bargaining unit. Employer is free to keep working files and internal investigation files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee.

Records of disciplinary action taken against an employee shall be removed from all personnel files according to the following schedule: oral or written reprimands - twelve (12) months. The foregoing is contingent upon an employee not having any further sustained discipline of the same or similar nature within the time period proscribed herein.

Section 9.2. Inspection

Upon request of an employee, the Employer shall reasonably permit an employee to inspect his personnel file subject to the following:

(a) Such inspection shall occur within a reasonable time following receipt of the request, and the Employer shall be entitled to have an observer present to observe the inspection;

(b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;

(c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;

(d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;

(e) Pre-employment information, such as reference reports, credit checks, testing and examination materials or information provided to the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

Section 9.3. Notification and Reply

Employees shall be given immediate notice by the Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file. A copy of the written warning or disciplinary documentation shall be delivered to the employee and the Union, at which time the employee may prepare a written reply to the written warning or disciplinary documentation.The written reply shall be permanently attached to the written warning

or other disciplinary documentation prior to placement in the personnel file. Upon receipt of such copy, the employee shall acknowledge such receipt by initialing and dating the original copy.

Section 9.4. Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection, such as provided in Section 9.1 and 9.2 above, shall not be used in any manner or any forum adverse to the employee's interests.

Section 9.5. Employee Additions to Personnel File

An employee may submit without the necessity of supervisory approval documents to become a permanent part of the personnel file. Such documents shall include, but not be limited to, certificates of special training, letters of commendation, documentation of accomplishment or other unsolicited material that would be favorable to the employees' interests.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

Section 10.1. Discipline and Discharge

The parties recognize the principles of progressive and corrective discipline.

Disciplinary action or measures shall include only the following:

oral reprimand
written reprimand
suspension without pay (notice to be given in writing)
discharge

The Sheriff shall have the authority to issue any of the above disciplinary action.

Disciplinary action may be imposed upon an employee only for just cause. Oral reprimands and written reprimands imposed upon an employee may be processed as a grievance through Step 2 of the regular grievance procedure at the employee's option; however, grievances concerning oral or written reprimands shall not be subject to final and binding arbitration under Step 3 of the grievance procedure. Suspensions and discharges imposed upon an employee shall be processed through Article 11 - Dispute Resolution and Grievance Procedure.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 10.2. Limitation

The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline that is commensurate with the severity of the offense. The Employer shall notify both the employee and Union of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Section 10.3. Pre-disciplinary Meeting

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the Union of the meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The employee shall be informed of his contract rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union Rep shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union Rep shall be available within forty-eight (48) hours of notification. If the employee does not request Union representation, a Union Rep shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 10.4. Investigatory Interviews

When the Employer desires to conduct an investigatory interview of an employee in which the results of the interview lead to discipline, the Employer agrees to first inform the employee that the employee has a right to Union representation at such interview. If the employee desires such Union representation, no interview shall take place without the presence of Union representative, provided a Union Representative is available to meet within forty-eight (48) hours of the notice to employee. The role of the Union representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts.

ARTICLE 11 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 11.1. Definition of a Grievance

A grievance is defined as any unresolved difference between the Employer and the Union or any employee regarding the application, meaning, or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act. This grievance procedure shall be utilized by the employees, the Union or the Employer only for non-disciplinary grievances or grievances concerning suspensions without pay or discharges. Oral reprimands and written reprimands imposed upon an employee may be processed as a grievance through Step 2 of this procedure at the employee's option; however, grievances concerning oral and written reprimands shall not be subject to final and binding arbitration under Step 3 of this procedure.

Section 11.2. Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his immediate supervisor.

The employee shall make his complaint to his immediate supervisor within thirty (30) days of when the employee knew or should have known of the facts giving rise to the grievance. The supervisor will notify the employee of the decision within two working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later.

Section 11.3. Representation

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 11.7 of this Article. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his request. Grievances may be filed on behalf of two or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

Section 11.4. Subiect Matter

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date. (See Appendix C - Grievance Form).

In the event the employee or Union claims continuing violations of the Agreement subsequent to the filing of the grievance, additional grievances need not be separately filed; however, the Union or the employee must amend the grievance in writing within ten working days of the subsequent occurrence giving rise to the amendment in order for the occurrence to be timely covered by the initial grievance.

Section 11.5. Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 3. Time limits may be extended by mutual agreement.

Section 11.6. Grievance Processing

No employee or Union representative shall leave his work assignment to investigate, file or process grievances without first making mutual arrangements with his supervisor, and such mutual arrangements shall not be denied unreasonably. In the event of a grievance, the employee shall always perfonn his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety.

Section 11.7. Grievance Meetings

A maximum of two (2) employees (the grievant and/or Union Steward) per work shift shall be excused from work with pay to participate in a Step I or Step 2 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee shall first perform his assigned work task and file his grievance later. Grievances shall not be investigated during working hours.

Disputes arising under this Agreement shall be resolved as follows:

Step 1. If no agreement is reached between the employee and the supervisor, as provided for in Section 11.2, Dispute Resolution, the Union shall prepare a written grievance on a form mutually agreed to, and present it to the Chief Deputy not later than ten (10) working days after the employee was notified of the decision by the supervisor. Within five (5) working days after the grievance has been submitted, the Chief Deputy shall meet with the grievant and a Union representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Chief Deputy shall respond in writing to the grievant and a Union representative within five (5) working days following the meeting.

Step 2. If the grievance is not settled at Step I the grievance may be referred in writing, within five (5) working days after the decision of the Step 1 Committee is due, to the Sheriff and the Chairman of the County Board. Within twenty (20) working days after the grievance has been filed at Step 2, the Sheriff and Chairman shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Sheriff and Chairman shall respond in writing to the grievant and the Labor Council within five (5) working days following the meeting.

Step 3. If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) working days after the Step 2 written decision or the expiration of the five (5) day period if the Sheriff and Chairman fail to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration a representative of the Employer and the Union shall meet to select an arbitrator from a list of mutually agreed-to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after such meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Union. A coin flip shall be used to determine which party shall strike first, with the winner of the flip striking fust. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Union representatives and shall notify of the issue mutually agreed to by the parties. All hearings shall be held in the City of Charleston, Illinois unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witness.

Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration, including the cost of the hearing room, the arbitrator's fees, and transcription costs shall be shared equally by the Employer and Union. Nothing in this Article shall preclude the Employer and Union from agreeing to use the expedited arbitration procedures of the American Arbitration Association. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Union and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

ARTICLE 12 - SENIORITY

Section 12.1. Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire.

Section 12.2. Probation Period

An employee is a "probationary employee" for his first three (3) months of employment if working in a clerical position and six (6) month if working as a telecommunicator. No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he has completed his probationary period. Upon the completion of his probationary period, he will acquire seniority from his date of hire.

Section 12.3. Seniority List

The Employer and Union have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under *this* Agreement or employed at the time this Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The initial agreed list is attached hereto as Appendix A and made a part hereof.

Section 12.4. Termination of Seniority

An employee shall be terminated by the Employer and his seniority broken when he:

(a) quits; or

(b) is discharged for just cause; or

(c) is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or

(d) accepts gainful employment while on an approved leave of absence from the

Sheriff's Department; or

(e) is absent for three consecutive scheduled work days without proper notification or authorization; or

(f) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days.

Section 12.5. Conflicts in Vacation

Employees shall select the periods of their annual vacation on the basis of seniority. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks. Provided however, that no more than one employee from each job classification from each shift may take vacation at the same time and no employee shall receive priority for more than two weeks' vacation per year.

Section 12.6. Placement on Wage Scale

Any employee shall retain their original hire date with the Coles County Sheriff's Office as seniority for purposes of placement on the wage scale and vacation benefits only.

ARTICLE 13 - LAYOFF

Section 13.1. Layoff

In the event the Employer determines a layoff is necessary, employees shall be laid off within each particular job classification in the inverse order of their seniority unless compliance with state or federal law requires otherwise. The Employer agrees to inform the Union in writing not less than thirty (30) days prior to such layoffs and to provide the Union with the names of all employees to be laid off in such notice.

Section 13.2. Layoff Order

Probationary employees shall be laid off first, and then full-time employees shall be laid off in inverse order of their seniority. Individual employees shall receive notice in writing of the layoff not less than thirty (30) days prior to the effective date of such layoff.

Section 13.3. Bumping

An employee laid off in one job classification may elect to bump an employee in another job classification of less seniority provided that he/she has previously held that position. The employee bumping another employee shall be paid at the pay level of his/her new classification after a period of ninety (90) days has elapsed.

Section 13.4. Recall

Employees shall be recalled from layoff within the bargaining unit according to their seniority. No new employees shall be hired until all employees on layoff in the bargaining unit desiring to return to work shall have been given the opportunity to return to work. Recall rights under this provision shall terminate twenty-four (24) months after layoff.

In the event of recall, eligible employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Sheriff of their current address. Upon receipt of the notice of recall, employees shall have three (3) working days to notify the Sheriff of their acceptance of the recall. The employee shall have ten (10) working days thereafter to report to duty. Failure to respond to a recall notice within three (3) working days upon receipt of the notice ofrecall, failure to accept a recall position, or failure to return to work within ten (10) working days after accepting a recall position shall result in the employee being removed from the recall list.

ARTICLE 14 - HOLIDAYS

Section 14.1. Paid Holidays

All clerical employees shall be paid 7 hours pay for holidays recognized by the County Board via resolution, with the exception of any ½ day holidays which will be paid at the rate of 3 1/2 hours.

Telecommunicators shall be paid in the following manner:

(a) In addition to their base pay and day off for the holiday, telecommunicators scheduled to work on a holiday shall receive compensation for each hour worked, either in pay or compensatory time, (at the election of the employee made at the time the holiday is worked) as follows:

(1) One (1) additional hour for each hour worked on Thanksgiving Day and Christmas Day;

(2) One-half (1/2) additional hour for each hour worked on New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Christmas Eve and New Year's Eve;

(3) No additional hours for the six (6) other holidays;

(4) For the purposes of determining the above extra holiday pay, the holiday shall be considered as falling on its calendar date.

(b) Telecommunicators shall be allowed to elect time off for all of the holidays, as long as the selection of the holidays does not create overtime liability for the Employer. The Employer shall not cite overtime liability as the basis for denying the use of holiday time for the holidays if shift coverage is reduced for reasons of long-tenn illness, injury or military leave.

(c) In the event that any employee who terminates employment for any reason, who has taken holiday time off not yet earned, shall have the time deducted from his final pay.

(d) In lieu of the time off option set forth in paragraph (b) above, telecommunicators

shall be allowed at their option, to sell back unused holidays to a maximwn of six (6) on November 15th of each year at their then straight time hourly rate of pay.

Section 14.2. Working on Holiday

Employees required to work on the above-mentioned holidays shall receive time and one half (1 ½) their regular hourly rate for all hours worked with the exception of telecommunicators which will be paid as outlined in Section 14.1.

Section 14.3. Qualifying Work

In order to qualify for holiday pay, all employees shall work their last regularly scheduled work day before the holiday and their first regularly scheduled work day after the holiday unless the employee has been approved for authorized paid time off other than sick leave. In exceptional circumstances, the Sheriff may allow holiday pay when the employee is on authorized sick leave before or after a holiday.

ARTICLE 15 - VACATIONS

Section 15.1. Vacation Leave

All full-time employees shall earn vacation time. Employees on leave of absence or layoff shall not accrue vacation time. Eligible employees shall earn vacation time in working days in accordance with the following schedule:

Years of Service	Earned Vacation Days
After 1	10 days
After 5	15 days
After 10	18 days
After 15	20 days
After 16 and beyond	One additional day per year of service not to exceed twenty-five (25) per year

Vacation accrual shall change on the employee's anniversary date and be posted in accordance with current practice in the Sheriffs office but may not be carried over from year-to-year unless the Sheriff is unable to schedule the employee's vacation time off. Employees will be allowed to carry over up to five (5) vacation days to be used within the first three (3) months of the subsequent year. Employees hired after August 1st of any year may be allowed to carry over no more than five (5) vacation days earned after their first year of employment to be used within the first three (3) months of the subsequent year.

Section 15.2. Vacation Pay

All vacation leave will be paid for at the regular hourly rate and on the basis of their normal work hours per day.

Section 15.3. Vacation Requests

(a) Except for an occasional day which is taken as vacation leave, all employees must submit, in writing, to the Sheriff, a schedule of desired vacation prior to February of each year. Conflicts in scheduling will be resolved in favor of the most senior employee subject to the provisions of the Article on Seniority. At least one day's notice shall be given for a one day leave. The Sheriff shall have the right to alter any schedule if he deems it to be for the best interest of the Department to do so in consideration of operating needs. No employee shall be entitled to priority in selecting his vacation for more than two (2) weeks in each calendar year but the Sheriff, or his designee, may approve additional consecutive vacation time.

(b) The Sheriff shall post the approved vacation schedule prior to March Ist of each year.

ARTICLE 16 - SICK LEAVE

Section 16.1. Allowance

It is the policy of Coles County to provide protection for its full-time employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one-day vacation nor to be used to extend vacation periods or holidays.

Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay in accordance with this Agreement. Employees may also use sick leave to care for members of their immediate family. For the purpose of this Section, immediate family shall include the following persons: spouse, domestic partner, children (including step), spouse of employees' children, parents of employee (including parents of current spouse), brothers and sisters of employees or employee's spouse, grandparents of employee or employee's spouse and grandchildren of employee. The Employer agrees to follow the provisions listed in the Employee Sick Leave Act. Furthermore, in the event of the illness of a person with a close familial relationship with the employee, the Sheriff may, at his sole discretion, authorize the use of sick leave in accordance with the Section.

Section 16.2. Accumulation

Sick leave will be granted at the rate of one (1) sick day per month of service. Sick leave may be accumulated and carried over from year to year up to two hundred and forty (240) days for IMRF purposes only. Upon reaching the two hundred and forty {240) day sick leave cap, the employee shall be allowed to continue to accrue sick leave to a maximum of twelve (12) days beyond the cap. When the twelve (12) day cap is reached, no further days shall accrue until the employee's utilization brings them below the additional twelve (12) day cap. A maximum of

ninety (90) days may be used in one block by the employee for illness or disability. For any period exceeding ninety (90) days, the employee must obtain IMRF disability payments.

Section 16.3. Procedures

No employee will be permitted to take leave if it has not yet been earned. Sick leave shall be paid at full pay at the current rate of compensation.

Sick leave may be utilized by employees when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment and for routine medical and dental appointments. Employees may request to utilize sick leave in no less than hourly increments for the purposes of scheduling medical and dental appointments at either the start or end of a shift. Requests shall not be unreasonably denied. All foreseeable leave for such purposes shall require a specific prior approval of the Sheriff; in the event of sick leave for any purpose, the Sheriff may require the certificate of a physician giving information as to the circumstances involved.

Employees who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay. Non-paid sick leave shall not be greater than that available under the Family Medical Leave Act. Failure to apply for a leave of absence for extended illness upon expiration of all such benefits will result in automatic termination.

Any absence of three (3) working days or longer may require a physician's statement of release and verification substantiating that the employee may return to work. In addition, the Sheriff may request a physician's statement of verification of absence of shorter periods of time in the case of illnesses of less than three (3) days when abuse of sick leave is reasonably suspected. The Sheriff may also require the employee to be examined by a physician of the Employer's choice• and at the expense of the Employer.

Notice of an employee's desire to return to work after an extended illness must be given to the Sheriff no less than twenty-four (24) hours in advance.

The Sheriff or any authorized supervisor may direct an employee who appears ill to leave work to protect the health of other employees. Compliance with such an order shall be charged to sick leave or non-paid status if the officer has no sick leave remaining.

An employee shall be paid sick leave equivalent to the normally scheduled straight time day.

The Sheriff shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual employees.

Section 16.4. Incentives

Employees who, at the end of the month of the fiscal year (November 30th), have not used any sick leave during the preceding 12-month period of time, shall be granted one (1) additional personal leave day which shall be subject to Article 16 of this Agreement.

ARTICLE 17 - LEAVES OF ABSENCE

Section 17.1. Discretionary Leave

(a) The Sheriff may grant leaves of absence, without pay or salary, to employees under his supervision for job-related reasons (such as further training or study), which will enable employees to perform their usual and customary duties with greater efficiency and expertise, or for other valid reasons (such as prolonged illness of the employee, his spouse, or his child or children, or childbirth).

(b) The Sheriff may assure an employee who is granted such leave, that the employee's position, or job, will be restored to him at the conclusion of such leave; provided, however, that the employee's employment by the County might, and could, be terminated if, during the period of such leave, the employee's position, or job, were to be eliminated by action of the County Board or the enactment or amendment of State or Federal legislation would result in the elimination of such position or job. In that event, any person hired to fill the employee's position, or to perform his usual and customary duties during the employee's leave will be discharged so as to permit such employee to resume employment.

(c) An employee may be granted a leave of absence up to one (1) calendar year. The Sheriff shall have the discretion to review whether the leave should be continued after six (6) months. Such continuation shall not be unreasonably denied.

(d) An employee on leave (other than a verifiable illness or for military active duty or military training), will not accrue any benefits whatsoever. If on a leave of absence because of a verifiable illness, substantiated by a medical report, or for military active duty or military training, seniority will continue to accrue.

Section 17.2. Jury Duty

An employee required to serve on a grand jury or petit jury shall be granted leave for the period required to serve on such jury without loss of pay. Such employees shall sign a waiver of any per diem compensation otherwise due them for serving on such jury but shall be entitled to receive any mileage expense due them.

Section 17.3. Short-Term Military Leave

The Employer will abide by state and federal law with regard to Military Leaves of Absence.

Section 17.4. Maternity Leave

A leave of absence shall be granted for maternity upon request. Such request must be presented in writing to the employee's immediate supervisor, setting forth a date each leave is to begin, as soon as that date can be determined by the employee and the employee's physician. Return to work shall be as soon as reasonable after delivery, as permitted by a signed release by the employee's physician. An employee's maternity leave shall be coordinated with her rights under the Family and Medical Leave Act.

Section 17.5. Prohibition Against Misuse of Leaves

Owing any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently self-employed without prior approval by the Employer. Violation of the provisions contained within this Agreement shall subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

Section 17.6. Personal Leave

Beginning December 1 of each fiscal year each bargaining unit member shall receive three (3) personal leave days. An employee shall be required to request personal leave in advance of actually taking time off. Requests for personal leave shall not be unreasonably denied.

The Sheriff or his designee may waive this provision (over time) in case of emergency circumstances. Personal leave may not be carried over from one fiscal year to the next.

Section 17.7. Bereavement Leave

Employees shall be granted a leave of absence with full pay and benefits in the event of the death of a member of their immediate family; such bereavement leave not to exceed a maximum of three (3) consecutive work days. Furthermore, in the event of the death of a person who is not a member of an employee's immediate family, but who had a close familial relationship with the employee, the Sheriff may, at his sole discretion, authorize bereavement leave. For the purpose of this Section, immediate family shall include the following persons: spouse, children (including step), spouse of employee's children, parents of employee or spouse, nieces and nephews of employee or spouse, brothers and sisters of employee or employee's spouse, grandparents of employee or employee's spouse, and grandchildren of employee.

Section 17.8. Family and Medical Leave

In addition to the remaining provisions of this Agreement regarding paid and unpaid leave, the Employer agrees to provide family and medical leave to all bargaining unit employees consistent with the provisions of this Agreement.

(a) Unpaid Family and Medical Leave: Employees shall be entitled to unpaid or substituted paid family and medical leave consistent with FMLA and the provisions of this Agreement.

(b) Administration of Leave: The Employer shall make available and administer family and medical leave as follows:

(1) Definitions: For purposes of family and medical leave, the following terms shall mean:

a. Hours Worked: The term "hours worked" shall include all hours worked for purposes of meeting the 1,250 hours threshold set forth in the FMLA;

b. Family Member: The term "Parents" shall include mother, father, step-mother and step-father.

(2) Substitution: The election to substitute some or all of an employee's accrued paid leave for the unpaid leave provided in the FMLA shall be made by the Employer; however, the Employer shall not deplete the employees vacation leave below five (5) days.

(3) Length of Leave: The minimum amount of work time for family and medical leave taken for purposes of the birth, adoption and/or foster care of a child shall be taken in increments equal to an employee's normal work day. Family and medical leave taken for purposes of serious health conditio□s may be taken in blocks of time not less than one (1) hour.

(4) Spousal Family and Medical Leave: Where spouses both work for the Employer, each shall be entitled to a maximum of twelve weeks of family and medical leave during each twelve-month period, regardless of the purposes for which such leave is taken, except for birth, adoption or placement for adoption which both spouses shall have a combined twelve work weeks.

(5) Determining Twelve-Month Period: For the purpose of determining the twelve-month period during which an employee is entitled to up to twelve weeks of family and medical leave, the parties agree that such twelve-month period shall constitute a rolling twelve (12) month period.

(6) Application of FMLA: In all other respects, the Employer shall comply with provisions of the Family and Medical Leave Act of 1993 and the amendments thereto, along with the regulations issued in conjunction with theFMLA.

ARTICLE 18 - HOURS OF WORK/OVERTIME

Section 18.1. Regular Hours

The regular hours of work each day shall be consecutive except that they may be interrupted by a meal period.

Section 18.2. Work Period

The normal regular work week for clerical employees shall consist of five (5) consecutive work days Monday through Friday. The normal work week does not reflect nor take into account additional days which may be worked because of hold-over, call-back, or court time.

Telecommunicators' normal work week consist of 8 hour shifts. Notwithstanding the foregoing, the schedule of the telecommunicators will coincide with the County Corrections Unit who has in place an existing Memorandum of Understanding. Should that Memorandum of Understanding be terminated, the telecommunicators will revert back to an eight-hour work schedule.

Section 18.3. Work Schedule

18.3.1 Shifts and Days Off

(A) Clerical employees:

8:00 a.m. to 4:00 p.m.

All Clerical position shifts will be the same.

(B) Telecommunicators:

8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 a.m., 12:00 a.m. to 8:00 a.m.

18.3.2 Bidding Process for Telecommunicators

Bidding for shifts and days off shall be conducted in accordance with the following:

(A) The shifts to be worked and the associated days off shall be posted not less than sixty (60) days prior to the effective shift change date.

(B) Employees shall submit their written bids to the Sheriffs designee, identifying their choices in the order of their preference. The employees shall be notified within thirty (30) calendar days of the bidding which shifts and days off to which they will be assigned based on their submitted bids.

(C) Employees are not eligible to bid until completion of their probationary period. The Sheriff, in his discretion, may assign probationary employees to any shift and/or days off; provided, however, that such probationary assignments do not "bump" employees with seniority bid rights from the shift or days off to which they have been assigned as a result of their bid.

(D) Shift bidding and new shift assignments will take place every four (4) months. Assignment bids shall be effective:

1. January through April
11. May through August
111. September through December

(E) In the event a resignation, retirement or discharge creates a vacancy, the Employer shall seek volunteers from among the qualified employees to fill the vacancy. Absent a volunteer, the Employer shall assign the least senior non-probationary employee to fill the shift vacancy until the occurrence of the next shift.

18.3.3 Each section (Clerical and Telecommunicator) shall be responsible for overtime in their respective section.

Section 18.4. Meal Period

All clerical employees shall be granted an unpaid lunch period of sixty (60) minutes. When staffing allows, front-office clerical employees, based on seniority, may take staggered lunch breaks between the hours of 11:00 a.m. to 1:30 p.m., unless an operational need occurs. Telecommunicators shall be granted a paid lunch period of thirty (30) minutes during each shift. Whenever possible, the lunch period shall be scheduled near the middle of each shift. When the performance of bargaining unit work so requires, an employee shall first perform the bargaining unit work and take his meal period later.

All employees shall be entitled to a fifteen (15) minute paid break period in each half shift as their work schedule and job performance permit in accordance with present practice.

Employees who work only a four (4) hour "sign-up" period shall be entitled to a fifteen (15) minute break. Employees who work a four (4) hour "sign-up" period immediately prior to or following their normal work shift shall be entitled to an additional one-half (1/2) hour meal break, but no additional fifteen (15) minute breaks.

Section 18.5. Overtime

All hours worked in excess of the regular work day or on days not regularly scheduled shall be compensated at one and one-half times the employee's straight time hourly rate of pay (overtime rate). Compensatory time may be paid in lieu of overtime payment if the employee, in his discretion, so elects at the time the overtime hours are worked. Compensatory time will be calculated at the same rate as overtime pay. The overtime rate shall be computed on the basis of completed fifteen (15) minute segments.

Compensatory time shall be granted at such times and in such time segments as the Sheriffs schedule allows, subject to operating needs. Permission to utilize compensatory time shall not be unreasonably denied by the supervisor if operational requirements will not be adversely affected.

In the event an emergency is declared by the Employer, as many of the employees shall be continued on duty for such number of hours as may be necessary.

Section 18.6. Call Back

A call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specified time on a regularly scheduled work day shall be compensated for two (2) hours at the appropriate rate or be compensated for the actual time worked, whichever is greater.

Section 18.7. Court Time

Employees covered by this Agreement who are required to attend court outside their regularly scheduled work hours shall be compensated at the appropriate rate with a minimum of two (2) hours.

Section 18.8. Compensatory Time

Employees covered by this Agreement may accrue and carry over from year-to-year a maximum of one hundred and twenty (120) hours of compensatory time. Excess compensatory time may be bought out each year between March 1st and March 31st, between July 1st and July 31st, but it must be bought out for the period of November 1st and November 30th. Compensatory time is bought out at the employee's then current rate of pay. For the months of March and July, employees are allowed to sell back up to a maximum of eighty (80) hours each month. Employees must buy down to one-hundred and twenty (120) hours by December Ist of each year.

Additionally, telecommunicators will be awarded compensatory time for each occasion when they are not relieved to take their one-half hour paid lunch.

Section 18.9. Overtime

(a) Each section (clerical and telecommunicators) shall be responsible for overtime in their respective section.

(b) Should a vacancy occur within either section/unit for any reason, the overtime assignment shall be offered to the full-time employees on a seniority basis. The most senior employee shall have the first choice of acceptance or refusal of the overtime. That senior employee shall not have the right of acceptance or refusal again until all employees of less seniority have had the same opportunity of acceptance or refusal.

(c) If all employees decline the overtime assignment the Employer shall assign the overtime in inverse seniority. Employees eligible for the assigned overtime shall either be already working or an employee that is scheduled on the next upcoming shift. That employee shall not be assigned further overtime until all other eligible employees have been assigned overtime. Employees that are on vacation, personal leave, scheduled days off - including a scheduled day off for holiday time or scheduled compensatory time, shall not be assigned to work the overtime.

(d) Should the vacancy occur within twenty-four (24) hours of the required overtime, the Employer reserves the right to assign the overtime to employees either already working and/or employees assigned on the next upcoming shift by inverse seniority.

Section 18.10. Shift Differential

Shift Differential will be paid (in addition to the employee's hourly wage) as follows:

(a) Employees who bid and are assigned to second shift will be paid twenty ($0.20) cents per hour.

(b) Employees who bid and are assigned to third shift will be paid forty ($0.40) cents per hour.

Section 18.11. Cross Training of Clerical Staff

All clerical employees (Administrative Secretary, Detective Secretary and Warrant Clerk) shall be trained in the job duties of each classification to ensure continuity and efficiency of operations in the temporary absence of an employee.

ARTICLE 19- WAGES/COMPENSATION/ALLOWANCES

Section 19.1. Wage Schedule

All members of the bargaining unit shall receive wage increases as indicated in Appendix C.

Starting Salaries for each position during the term of the Agreement:

December 1, 2025
Telecommunicator starting salary: $41,496.00
Warrant clerk starting salary: $44,065.35
Administrative Secretary starting salary: $44,065.35
Detective Secretary starting salary: $44,065.35

December l, 2026
Telecommunicator starting salary: $43,778.28
Warrant clerk starting salary: $46,488.94
Administrative Secretary starting salary: $46,488.94
Detective Secretary starting salary: $46,488.94

December 1, 2027
Telecommunicator starting salary: $46,186.09
Warrant clerk starting salary: $49,045.84
Administrative Secretary starting salary: $49,045.84
Detective Secretary starting salary: $49,045.84

All unit members employed as of December I, 2025, shall receive a five (5.0%) percent increase to their base salary, in addition to their $500.00 longevity pay on their anniversary date during the fiscal year (Reference Section 19.2-Longevity).

All unit members employed as of December 1, 2026, shall receive a five-and-one half (5.5%) percent increase to their base salary, in addition to their $500.00 longevity pay on their anniversary date during the fiscal year (Reference Section 19.2-Longevity).

All unit members employed as of December 1, 2027, shall receive a five-and-one half (5.5%) percent increase to their base salary, in addition to their $500.00 longevity pay on their anniversary date during the fiscal year (Reference Section 19.2-Longevity).

Section 19.2. Longevity

All members of the bargaining unit shall receive an additional five hundred ($500) dollars added to their individual base pay upon their employment anniversary date each year.

Section 19.3. FOIA Officer

The FOIA Officer shall receive a four thousand dollar ($4,000) yearly stipend, divided equally among the standard 24 pay periods per year.

Section 19.4. Telecommunicator/Administrative Trainer

Any unit employee assigned to train a newly hired unit employee shall receive an additional seventy-five cents ($0.75) increase to his hourly rate while training. For purposes of this Section, "training" shall be defined as being assigned to provide training and/or guidance to a new employee and/or being responsible for his performance. To qualify for the additional stipend, the trainer employee must be responsible for providing training and/or guidance or being responsible for the performance of the new employee for at least three-and-one half (3.5) hours (cumulative) of their assigned work shift. The Employer shall be responsible for notifying the trainer employee, via e-mail or verbally, when the employee is being assigned to train a newly hired employee, prior to the beginning of their assigned work shift. While not being assigned to train a new employee, the employee will remain at their regular base wage salary.

ARTICLE 20 - INSURANCE AND PENSION

Section 20.1. Insurance

The Employer shall maintain health and life insurance in full force and effect during the term of this contract. The Employer agrees to make a Seven Hundred Fifty ($750.00) Dollars per month contribution toward the single member or family (dependent) health and life insurance premium for those employees who elect Employer provided insurance. During the term of this Agreement, the Employer may elect to increase the above contribution towards a single member or family (dependent) health and life insurance premium. Employees who elect Employer provided insurance shall be responsible for paying the amount of the single or family (dependent) premium in excess of the Employer's contribution.

In the event the County finds it necessary to change any of the terms and conditions regarding insurance coverage, benefit levels, costs and cost containment, it will notify the Unit and/or IL FOP Labor Council, and the County shall impact bargain any significant or substantial cost increases. Any dispute concerning this Section shall be resolved through the grievance process of the collective bargaining agreement.

Section 20.2. Pensions

The Employer shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by State Statute.

Section 20.3. IMRF ERi Program

In the event the Employer determines to implement the IMRF Early Retirement Incentive (ERi) program the Employer agrees to reopen this Agreement for the limited purpose of negotiating the ERi program's inclusion into this Agreement.

ARTICLE 21 - LABOR MANAGEMENT/SAFETY COMMITTEE

Section 21.1. Labor Management Conferences

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor-management conference and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

(a) Discussion of the implementation and general administration of this Agreement.

(b) A sharing of general information of interest to the parties.

(c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

(d) Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances.

(e) Items concerning safety issues.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be maintained for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary. The Employer will take all reasonable steps to protect the health and safety of its employees during the performance of their duties.

Section 21.2. Integrity of Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor-management conferences, and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Union, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be conducted at such meetings.

Section 21.3. Safety Issues

Any report or recommendation which may be prepared by the Union or the Employer as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Union.

Section 21.4. Union Steward Attendance

When absence from work is required to attend labor-management conferences, employees shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Employees not scheduled to work, but attending a labor-management conference, shall be without pay. Employees attending such conferences in pay status shall be limited to two (2).

ARTICLE 22 - GENERAL PROVISIONS

Section 22.1. Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 22.2. Work Rules

Work rules of the Coles County Sheriff that are not in conflict with this Agreement shall continue in full force and effect.

Section 22.3. Union Access to Work Site

No more than two (2) authorized representatives of the Union shall be permitted to visit the Department during working hours to talk with employees of the bargaining unit and/or representatives of the Employer concerning matters covered by this Agreement.

Section 22.4. Union Access to Records

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's written consent.

Section 22.5. Required Inoculations

The Employer agrees to pay all expenses for inoculation or immunization shots for the employee and for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said employee has been exposed to said disease in the line of duty. The services of the County Health Department will be made available at no cost to any bargaining unit member.

Section 22.6. Bulletin Boards

The Employer shall provide the Union with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Union.

Section 22.7. Military Leave

It is the intent of the parties to follow applicable Federal and State laws concerning military leave.

ARTICLE 23 - EMPLOYEE TESTING

Section 23.1. Statement of Policy

It is the policy of Coles County/Coles County Sheriff that the public has the right to expect persons employed by the Coles County Sheriffs Department to be free from the effects of drugs and alcohol. Coles County/Coles County Sheriff has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the employees.

Section 23.2. Prohibitions

Employees covered by this Agreement shall be prohibited from:

(a) consuming, possessing or being under the influence of alcohol, unless in accordance with duty requirements, at any time during the work day or anywhere while on duty at any County premises or job sites, including all County buildings, properties, vehicles and the officer's personal vehicle while engaged in County business;

(b) illegally consuming, possessing, selling, purchasing or delivering any illegal drug, or being under the influence of any illegal drug;

(c) intentionally consuming, possessing, selling, purchasing or delivering cannabis or any cannabis-infused substance, unless in accordance with duty requirements, at any time. The lawful possession and consumption of cannabis or cannabis-infused substance by members of the employee's household, in itself, shall not constitute a violation of this prohibition by the employee.

(d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs they are taking.

This Section is not intended to limit the duty of Coles County/Coles County Sheriff to enforce the laws of the State of Illinois and all regulations of the Coles County Sheriff's Department, or to restrict the Employer's right to require prospective hires to submit to a drug screening procedure or psychological evaluation.

Section 23.3. Drug and Alcohol Testing

When the Employer has reasonable suspicion to believe that an employee is then under the influence of alcohol during the course of the work day or while on duty or on illegal drugs at any time, the Employer shall have the right to require the employee to submit to alcohol or drug testing as set-forth in this Agreement. The definitions of illegal drugs to be tested for are identified in 720 ILCS 550/3 and 570/100 et seq., including cannabis.

There shall also be unit-wide random drug testing conducted on a quarterly basis. The Sheriff and the Union shall agree to a selection process whereby all bargaining unit members' names or social security numbers are eligible to be selected on a random basis each quarter. One bargaining unit member will be randomly selected and tested each quarter.

Section 23.4. Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the Sheriff, or his designee, shall provide the employee with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the Union or a private attorney at the time the order is given, provided, however, that in no circumstances may implementation of the order be delayed longer than forty-five (45) minutes. No questioning of the officer shall be conducted without first affording the officer the right to Union representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee taking the test shall not be construed as a waiver of any objection or rights that he may have.

Section 23.5. Tests to be Conducted

In conducting the testing, authorized by this Agreement, Coles County/Coles County Sheriff shall:

(a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA);

(b) Ensure that the laboratory or facility selected conforms to all (SAMHSA) standards;

(c) Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of this chain of custody;

(d) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .02 or more based upon the grams of alcohol per I00 milliliters of blood be considered positive;

(e) When the Employer reasonably believes that an employee is under the influence of alcohol, the Employer may use a properly certified breath testing device;

(f) Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee;

(g) Collect samples in such a manner as to ensure a high degree of security for the sample and its freedom :from adulteration;

(h) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that

provides quantitative data about the detected drug or drug metabolites;

(i) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the employee's expense, provided the employee makes such demand of the Sheriff or his designee within seventy-two (72) hours of receiving the results of the test; and provided the clinical laboratory or hospital facility selected by the employee must satisfy the criteria set-forth in subsections (a) and (b) immediately above;

G) Require that the laboratory or hospital facility report to the Sheriff that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing, or the results thereof, be obtained by the Employer inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered) the Employer will not use such information in any manner or forum adverse to the employee interests;

(k) Consider test results along with all other relevant evidence on the issue of whether or not an employee was under the influence of alcohol;

(I) Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results at no cost to the employee;

(m) Insure that no employee is the subject of any adverse employment action, or relief from duty with pay, during the pendency of any testing procedure. Any such relief from duty shall be immediately discontinued in the event of a negative test result.

Section 23.6. Right to Contest

The Union and/or employee with or without the Union, shall have the right to file a grievance concerning any testing pennitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the test, the consequences of the testing or results of any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have any manner restricted, diminished or otherwise impaired any constitutional rights that employees may have with regard to such testing. Employees retain any such constitutional rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Union.

Section 23.7. Voluntary Requests for Assistance

Coles County/Coles County Sheriff shall take no adverse employment action against an employee who prior to any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol or prescribed drug problem, other than Coles County/Coles County Sheriff may require reassignment of the employee with pay if he is unfit for duty in his current assignment. If a position is unavailable, the employee may be suspended without pay until fit to return to work. Coles County/Coles County Sheriff may make available

through its Employee Assistance Program (if available) a means by which the employee may seek referrals and treatment. All such requests shall be confidential and any information received by Coles County/Coles County Sheriff, through whatever means shall not be used in any manner adverse to the employee's interest, except reassignment as described above.

Section 23.8. Discipline

In the first instance that an employee tests positive on both the initial and the confinnatory test for an illegal drug, the employee shall be discharged. In the first instance that an employee tests positive or is found to be under the influence of alcohol, the employee, based on just cause, may be disciplined up to and including discharge. All employees prior to being ordered to submit to testing for alcohol or drugs who voluntarily seek assistance with a prescribed drug and/or alcohol related problem, shall not be subject to any disciplinary or other adverse employment action by Coles County/Coles County Sheriff. The foregoing is conditioned upon:

(a) The employee agreeing to appropriate treatment as determined by the physician(s) involved;

(b) The employee discontinues his abuse of the prescribed drug or abuse of alcohol;

(c) The employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;

(d) The employee agrees to submit to random testing during hours of work during the period of "after-care".

Employees who do not agree to or act in accordance with the foregoing or who test positive for drugs, or test positive for alcohol a second or subsequent time during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of Coles County/Coles County Sheriff to retain an employee on active status through the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing their duties or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use any accumulated paid leave that he/she may have, such as compensatory time, vacation time, sick days, or personal leave days, or take an unpaid leave of absence pending treatment at option.

The foregoing shall not limit Coles County/Coles County Sheriffs right to discipline employees for misconduct.

ARTICLE 24 - SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent

authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 25 - MAINTENANCE OF STANDARDS

All economic benefits and work practices that are not set forth in this Agreement and are currently in effect shall continue and remain in effect for the term of this Agreement.

ARTICLE 26 - COMPLETE AGREEMENT

The parties acknowledge that during the negotiations that preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 27 - DURATION AND SIGNATURE

Section 27.1. Term of Agreement

This Agreement shall be effective from December 1, 2025, and shall remain in full force and effect until November 30, 2028. It shall continue in effect from year to year thereafter unless notice of tennination is given in writing by certified mail by either party to the other at least sixty (60) days prior to expiration of the Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 27.2. Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

Section 27.3. Negotiation Procedures

The parties agree that if either side decides to reopen negotiations making any changes in the Agreement, the other party may so notify the other at least ninety (90) days and no more than one hundred twenty (120) days prior to the expiration of this Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet not later than fifteen (15) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for in this Agreement shall be served upon the other party by certified mail, return receipt requested.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of_____, 2025.

FOR THE EMPLOYER:

_____
Kent Martin, Coles County Sheriff

_____
Darrell Cox, Coles County Board Chairman

_____
Bob Bermett, Coles County Board

FOR THE UNION:

_____
Sandi Thiele, Local Steward/Chair

_____
Trevor Bradley, Local Steward/Co-Chair

_____
Teresa McKinney, Local Steward/Co-Chair

_____
Brian Rapozo, Field Representative
Illinois Fraternal Order of Police
Labor Council

APPENDIX A - SENIORITY LIST

Name	Hire Date
Bradley, Trevor	07/01/2020
Bryant, Maddaline	07/01/2023
McKinney, Teresa	03/01/2023
Ricketts,Megan	07/16/2023
Thiele, Sandra	10/01/2017

APPENDIX B - DUES AUTHORIZATION FORM

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I, _____ understand that under the U.S. Constitution I have a right not to belong to a union. By µiy signature I hereby waive this right and opt to join the IL FOP Labor Council.

I,, _____ hereby authorize my Employer, _____ (insert Employer name), to deduct from my wages the unifonn amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

Date: _____ Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704
(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

APPENDIX C- WAGE SCALE

Employee	Hire Date	Current	12/1/2025 5.00%	Anniversary $500	12/1/2026 5.50%	Anniversary $500	12/1/2027 5.50%	Anniversary $500
Thiele, Sandi	10/1/2017	$45,406.74	$47,677.08	$48,177.08	$50,826.82	$51,326.82	$54,149.79	$54,649.79
Bradley, Trevor	7/1/2020	$44,096.31	$46,301.13	$46,801.13	$49,375.19	$49,875.19	$52,618.32	$53,118.32
McKinney, Teresa	3/1/2023	$42,785.88	$44,925.17	$45,425.17	$47,923.56	$48,423.56	$51,086.85	$51,586.85
Bryant, Maddaline (TC)	7/1/2023	$40,320.00	$42,336.00	$42,836.00	$45,191.98	$45,691.98	$48,205.04	$48,705.04
Ricketts, Megan (TC)	7/16/2023	$40,320.00	$42,336.00	$42,836.00	$45,191.98	$45,691.98	$48,205.04	$48,705.04
Admin/Det. Sec/WC Base Wage		$41,967.00	$44,065.35		$46,488.94		$49,045.84	
TC Minimwn Base Wage		$39,520.00	$41,496.00		$43,778.28		$46,186.09	

As of December I, 2025, all unit members shall receive a 5.0% increase to their base salary, in addition to a $500 longevity payment on their anniversary date.

As of December 1, 2026, all unit members shall receive a 5.50% increase to their base salary, in addition to a $500 longevity payment on their anniversary date.

As of December 1, 2027, all unit members shall receive a 5.50% increase to their base salary, in addition to a $500 longevity payment on their anniversary date.

□xC-□□e(2025-2028)

Bnployee	HreQ:ite	QJrrent	12'1/2025 5.00%	Pllniversary $500	12'1/2026 5.5()0/4	Anni□ry $500	12'1/'2fJ27 5.50%	Anniversary $500
lhiele,S!roi	1CY1/2017	$45,400.74	$47,677.08	$48,1n.08	$50,826.82	$51,326.82	$54,149.79	$54,649.79
Bradley, Trevor	7/1/z:tl.O	$44,096.31	$46,301.13	$46,801.13	$49,375.19	$49,875.19	$52,618.32	$53,118.32
lMcl<inney, Teresa	311/2023	$42,785.88	$44,925.17	$45,425.17	$47,9'23.56	**$48,423.56**	$51,086.85	$51,586.85
□. Maddaline(lC)	7/1/'2023	$40,320.00	$42,336.00	$42,836.00	$45,191.98	$45,691.98	$48,205.04	$48,705.04
Rcketts, IIAegan(lC)	7/1612023	$40,320.00	$42,336.00	**$42,836.00**	$45,191.98	$45,691.98	$48,205.04	$48,705.04
Pdmirv□. 9ecJW:,BaseWq3		$41,967.00	$44,IES.35		**$46,488.94**		**$49,045.84**	
lCMinimum Base□		$39,520.00	$41,496.00		$43,778.28		$46,186.09	

Ai ofDecember 1, 2025, all unit membersshall receivea5.0"/4increasetotheirbasesalary, in **actlition** to**a$500** lo□ty **payment on**their anniversary date.

Ai of December 1,'2026,all unit membersshall receive a 5.50%increase totheir basesalary, in **actlition** to**a$500** lo□ty **payment on**their anniversary date.

Ai of December 1,*2f1ZT,* all unit membersshall receive a 5.50%increasetotheirbasesalary, inaddltiontoa$5001o□typaymentontheirannlversarydate.

APPENDIX D - GRIEVANCE FORM

(use additional sheets where necessary)

Date Filed: _____

Department: _____

Grievant's Name: _____
Last First M. I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s) and Sections(s) of Contract violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature FOP Representative Signature

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature Position

Person to Whom Response Given Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature Position

Person to Whom Response Given Date

STEP THREE

Reasons for Advancing Grievance: _____

_____

Given To: _____ Date/Time: _____

_____ _____

Grievant's Signature FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

_____

_____

_____ _____

Employer Representative Signature Position

_____ _____

Person to Whom Response Given Date

STEP FOUR

Reasons for Advancing Grievance: _____

_____

Given To: _____ Date/Time: _____

_____ _____

Grievant's Signature FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

_____

_____

_____ _____

Employer Representative Signature Position

_____ _____

Person to Whom Response Given Date

REFERRAL TO ARBITRATION by Illinois !POP Labor Council

_____ _____

Person to Whom Referral Given **Date**

_____

FOP Labor Council Representative

Illinois Community Solar Subscription Agreement

Company: SunCentral LLC (SunCentral)	Effective Date:
Customer:	Facility: As set forth in Appendix A
Contact:	Subscription Capacity: As set forth in Appendix A
Rote:	Utility: Ameren

1. **Introduction.**

This Community Solar Subscription Agreement (this ***"Agreement")*** sets forth the terms and conditions under which you subscribe through SunCentral to a portion of the electric generating capacity of a utility-approved Community Renewable Generation Project for the Term of this Agreement in order to receive Bill Credits from the Utility so as to decrease your utility costs. *HUtillty"* means the utility service provider listed under Appendix A. In this Agreement, you may be also referred to as ,,you", "you□ or ucustomer", and SunCentral, together with its successors and assigns, may also be referred to as "the Company" or "we" or ,,us» or °ou□. Customer and the Company shall collectively be referred to herein as the uPartiesn and Individually as a "Pa□.

This Agreement, with the Effective Date as of the date of the last signature, is a legally binding agreement with disclosures (attached, hereto as Appendix D) required by law, so please read everything carefully. If you have any - questions regarding this Agreement, please contact SunCentral customer support at 888-734-3033 x702 or customerservice@suncentral.net. If you have questions regarding the program, please contact the Illinois Power Agency ("IPA") at 866-846-5276 or https://www2.illinois.gov/sites/ipa/Pages/default.aspx.

Z. General Information.

As detailed below, the Utility currently participates in the Illinois Shines, the brand name for the Adjustable Block Program **(ABP),** whereby the Utility is required to Issue bill credits for generated solar electricity pursuant to the terms of the Tariff and program regulations (the ***uProgram"). "'Tarlfr*** means the Utility tariff from the Utility to Implement the Program, as approved by the Illinois Commerce Commission ("ICC") and administered by the Illinois Power Agency, together with any subsequent amendments and approvals thereto. This Program requires the Utility to issue credits on the bills for certain customers (the ***"Bill** Credits")* In exchange for receipt of solar electricity from a qualifying Community Renewable Generation facility.

We have constructed or intend to construct a utility-approved Community Renewable Generation facility as set forth In the Program, at the location set forth In Appendix A (the *"Fadlity').* We will Interconnect the Facility with the Utility pursuant to the terms of the Tariff, generator Interconnection agreement, the Program, or other agreements required to be executed with the Utility (collectively, the *"Interconnettion and O'edlt Agreements"* or *RICA").* Once the Facility begins to generate electric energy on a commercial basis and has received permission to operate by the Utility (the *"Commercial **Operations*** **Date"** or ***"COD")*** we shall provide you further description of such Facility and notice of assignment to it on or shortly after by updating Appendix A with the Commercial Operations Date, Facility Location, Facility's total nameplate capacity, and Customer's Capacity. Such updated Appendix A shall be added to this Agreement without the need for additional consent or signature of the Parties in accordance with Section 2. By executing this Agreement, you agree to allow us to assign this Agreement to any eligible solar facility developed, owned or managed by us as described (or to be described at a future date) In Appendix A.

Under this Agreement, you will subscribe to a portion of the electric generating capacity of the Facility during the Term of this Agreement in order to receive Bill Credits from the Utility on your electric bill (the ***"Solar Interest").***

3. Term.

' a. Tenn. The term of this Agreement shall commence on the Effective Date and continue for ten (10) years after the Commercial Operations Date (the ***"Initial*** **Term").** This Agreement will automatically renew for successive

terms of five (S) years for the lifetime of the Program (each, **a *"Renewal*** Term") unless either Party decides that it does not wish to renew this Agreement before the expiration of the Initial Term or any Renewal Term, as applicable, by notifying the other Party in writing at least one hundred eighty (180) days before the completion of the Initial Term or Renewal Term, as applicable. The Initial Term and any Renewal Term are collectively referred to as the *"Term."*

b. Termination for Convenience. 'i'ou may terminate this Agreement at any time for any reason with one hundred and eighty (180) days prior written notice to us. If this Agreement is terminated pursuant to this Section, then all Bill Credits received by you prior to such termination shall be retained by you and you agree to pay us the Bill Credit Payment with respect to any Blii Credits that have or may continue to be allocated to you by the Utility after termination until we find a replacement customer and the Utility allocation form can be updated byus.

c. **RECURRING SUBSCRIPTION DISCLOSURES. YOUR PAYMENTS UNDER THIS AGREEMENT SHALL BE REQCCURRING UNLESS YOU CANCEL THIS AGREEMENT. THIS SECTION 3 SETS FORTH THE DEADLINES TO** CANCEL YOUR AGREEMENT. YOU WILL BE CHARGED 80% OF THE BILL CREDITS YOU RECEIVE ON A MONTHLY **BASIS** IN ACCORDANCE WITH SECTION 6. YOU CAN EASILY CANCEL YOUR SUBSCRIPTION BY LOGGING INTO **YOUR PORTAL (HTTPS:[/PLATFORM.PIVOTENERGY.NET/SETTINGS). ON THE ACCOUNT SETTINGS PAGE, CLICK THE BEGIN CANCELLATION PROCESS BUTTON. TERMINATION OF THE AGREEMENT WILL THEN TAKE PLACE IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT.**

d. Initial Accrual of Bill Credits. The Utility shall begin allocating Bill Credits to you upon the date (the ***"Eligibility* Date")** by which all of the followlng shall have occurred: (1) the Commercial Operations Date and (2) the Utility has added you to the Utility's Bill Credit allocation records (the ***"Allocation* Form")** which we update with the Utility from time to time to allocate Bill Credits obtained from the Utility in respect to solar electricity delivered to the Utility Meter located at the Facility and (3) you have been approved by the Utility.

4. Acknowledgments Regarding the Program.

a. Program limitation and Requirements. The Program imposes certain requirements and limits on participation in the Program as further described in the applicable Program rules and regulations (the ***"Program*** *Limltatlon'1,* You acknowledge that your participation (or the participation of others at the same Utility Service Location) in other Utility programs relating to renewable energy payments, credits or rebates may further limit the Portion, Bill Credits or Capacity which you can receive, or which may be attributed to you In connection with this Agreement and the Program. You agree that we are not obligated to request, and that the Utility is not obligated to make any payment or provide Bill Credits to the extent your Capacity exceeds the Program Limitation. You acknowledge this Agreement will be deemed automatically amended to incorporate any changes to any Program rules or regulations. To participate in the Program, you must in addition to other applicable requirements (i) be and remain a customer of the Utility for electric service throughout the Term of this Agreement, (ii) assist in designating your Customer Account to which the Utility can post Bill Credits (which shall be at the Utility Service Location shown in Appendix A unless changed pursuant to the Agreement), and (iii) be and remain In compliance with all requirements of this Agreement and the Program throughout the Term of this Agreement

b. Your Subscription is Contingent on Allocation of Bill Credits by Utility. Your subscription is contingent upon and subject to the Utility's acceptance and allocation of Bill Credits to your Customer Account. ***"Customer Account"*** means Customer's account with the Utility for a location served by the Utility, and which must be In a rate class that is eligible under the Program. During the Term of this Agreement, (i} if for any reason the Utility refuses to allocate a portion or all of the Bill Credits to your Customer Account on a temporary basis, this Agreement shall remain in full force and effect, but we shall promptly refund to you any amount paid to us by you for such Bill Credits which the Utility refused to credit to your Customer Account, and (ii) if for any reason the Utility refuses to allocate the Bill Credits to your Customer Account on a permanent basis, either Party may terminate this Agreement by written notice to the other Party. Notwithstanding anything to the contrary, this Section 4{b)

does not apply to the extent that the reason that the Utility refuses to allocate Bill Credits to you is a result of you falling to pay your Utility bill or your breach of this Agreement.

c. Additional Requirements. From time to time during the Term, we may request and you shall within ten (10) days of such request provide information reasonably requested by Company and/or its current or anticipated financiers or lenders ***("Lender")*** in order to perform a credit eligibility analysis of you. If such information is not provided within such time, or if we determine in our sole discretion that such information is unsatisfactory, we may terminate this Agreement upon written notice to you.

5. Customer's **Subscription.**

a. capacity Subscribed. Commencing on the Eligibility Date and continuing throughout the remainder of the Term, you agree to subscribe to a capacity sufficient to produce kWh equal up to approximately ninety percent (90%) of the capacity allowed pursuant to the Program rules. After verifying your prior twelve-month usage or estimated usage with the Utility, we shall notify you of your Capacity within the updated Appendix A. ***"Capacity"*** means the amount of capacity you subscribed to under this Agreement as detailed under Appendix A expressed in terms of kW-DC.

b. Determination of Solar Output. You acknowledge the measurement of the Facility Solar Output shall be based upon readings at the Utility Meter. Each month during the Term of this Agreement, the Utility will record the amount of solar electricity generated that month at the Facility and delivered to the Utility Meter (the ***"Facility Solar Output').*** The Utility will then multiply the Facility Solar Output by your Portion to arrive at the*"Customer Solar Output'* for that month in kWh. Customer Solar Output means the portion of the Facility production allocable to the Customer measured inkilowatt hours AC or***"kWh."*** The month over which such solar electricity Is measured is referred to herein as the *uProductlon Month." "Portlon"* means your Capacity expressed In a percentage of the total nameplate capacity of the Facility. The current estimated production projections are found in Appendix E.

c. Calculation of Bill Credits. Bill Credits are calculated solely by the Utility based upon the terms and conditions of the Program. You acknowledge and agree that our sole obligation regarding payments to you is to request and use commercially reasonable efforts to require the Utility to deliver Bill Credits. We will provide the Utility with your information so that the Utility can post the appropriate amount of Bill Credits to your electric bill, pursuant to the allocations shown In the Allocation Form. Bill Credits to be applied on your electric bill are calculated using the Bill Credit Rate multiplied by your Customer Solar Output ***"Blii Credit Rate"*** means the applicable value in effect at the.time of energy generation (in $/kWh) and may be periodically revised by the Utility based upon variations in the Utility's rate components from time to time, that Is applicable to your service classification. You understand that (i) the Bill Credits received by you for a particular Production Month will be reflected on your statement from the Utility as a monetary credit amount and not as an electricity quantity; and (II) such Bill Credits will be reflected on your monthly invoice according to the Utility's billing cycle, and there may be a delay of up to three months after the Production Month in which the Bill Credits appear on your Utility invoice.

d. Title: Environmental Attributes and Tax Incentives Excluded. You shall not be entitled to any ownership interest in, and as between you and us, we shall have title to, the Facility and all solar panels. You acknowledge and agree that your Solar Interest does not Include any Environmental Attributes associated with the Facility, and you agree that you will not claim any Environmental Attributes. ***•Environmental Attn"butes"*** means any credit, benefit, reduction, offset, financial Incentive, tax credit and other beneficial allowance that is In effect as of the Effective Date or may come Into effect in the future, including, to the extent applicable and without limitation, (I) all environmental and renewable energy attributes and credits,***"Renewable Energy Credits"*** of any kind and nature resulting from or associated with the Facility and/or its electricity generation, (ii) government financial incentives, (iii) greenhouse gas offsets, (iv) investment tax credits (Including any grants or payments in lieu thereof), tax deduction, incentives or depreciation allowances established under any federal or state law, and (v} other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality,

or other environmental characteristics, resulting from the use of solar energy generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the Facility and/or its electricity generation.

e. Taxes. You shall be responsible to either pay or reimburse us for any applicable sales, use, import, excise, value added, or other taxes or levies (other than our income taxes) associated with this Agreement. We shall be responsible for any and all taxes assessed on the generation, sale and delivery of the electricity from your Solar Interest. We do not make any representations or warranty concerning the tax implications of any Bill Credits provided to you.

f. Distribution of Excess Bill Credits. ***"Excess Blii Credits"*** means additional Bill Credits which upon our instruction to the Utility are allocated to your Customer Account by the Utility, which shall temporarily increase the regular Bill Credit distribution associated with your Customer Solar Output. We may at any time direct the Utility to apply Excess Bill Credits to your Customer Account if not in violation of the Program.

6. Payment

a. **Bill** Credit Payment. Except as provided in Section 6(c) below, the payment (the ***"Blii Credit Payment")*** for each month Is (i) eighty percent (80%) of the Bill Credits attributable to the Customer's Solar Output for the prior Production Month plus (ii) eighty percent (80%) of the Excess Bill Credits received by you for such Production Month, if applicable under Section S(f).

b. Invoice for Bill Crlfdit Payment. Each month following the Eligibility Date (except as provided in Section 6(c) below), you'will electronically receive a monthly statement from us showing the Bill Credit Payment amount due from you on or about the 60th day after the end of the Production Month upon which such Bill Credit Payment is based Including any previous balance and late fee, if applicable (the ***"Invoice").*** The Invoice shall be **based** on readings from the Utility Meter, if **available.** In the event the Utility does not provide Utility Meter readings at all or on a timely basis, the Invoice shall be based on readings at the Facility Meter. ***uFacility Meter"*** means our electric meter located at the Facility and used to measure the solar electricity generated at the Facility. You shall pay all invoiced amounts owed to us within thirty (30) days of the date of the invoice. All invoices shall be paid by automatic payment or another Company-approved payment method. During your enrollment process, you shall execute the payment authorization form and provide us the necessary payment information. You agree to inform us of any changes to your payment information within ten (10) days of any change. Any late payments shall be subject to late fees. If your payment is late in accordance with this Agreement, you shall owe the lesser of (i) 2% per month on the portion of your balance that is more than thirty (30) days past due and (ii) or the maximum amount as allowed by applicable law as a ***"Late Fee".***

c. Consolidated Billing. ***"Consolidated Billing"*** means the utility net crediting process of splitting the Bill Credits between the Customer and the Company. Notwithstanding anything to the contrary, under the Program, we can elect to sign up for Consolidated Billing at anv time once Consolidated Billing has been Implemented by the Utility. For all Production Months in respect to which we have elected to participate in Consolidated Billing, the Utility will credit you twenty percent (20%) (the ***"Bill Credit Savings Rate")*** multiplied by the total Bill Credits attributable to the Customer's Solar Output for the Production Month as determined pursuant to this Agreement. The remaining Bill Credits (minus any administrative fees) would go directly to us. Thus, you would only see the Bill Credit savings on your electric bill. For Production Months under Consolidated Billing, you shall not owe the Bill Credit Payment nor shall you receive a separate Invoice from us.

d. Records and Audits. Each Party shall keep, for a period of not less than three (3) years after the date of each Invoice, records sufficient to permit verification of the accuracy of billing statements, charges, computations and payments reflected on such Invoice. During such period each Party may, at its sole cost and expense, and

upon reasonable notice to the other Party, examine the other Party's records pertaining to such Invoice during the other Party's normal business hours. We shall, at your request (such request to not occur more than annually), provide documentation of the amount of electricity generated by the Facility and/or the calculation of the Bill Credit Payments and Bill Credit calculations under Consolidated Billing, as applicable, provided that you provide us with your Utility bills for the time in question.

7. Customer Information.

Within ten (10) days of any request therefor by the Utility or us, you will provide to the Utility or us all applications, documentation and Information required by the Utllity to evaluate your qualification and eligibility for participation In the Program. You further agree to execute the Consent to Disclose Utility Customer Data set forth In Appendix **C.** We may use your customer information you provide In Appendix A for reporting purposes to governmental entities and as outlined in Appendix C. To help us carry out the terms of this Agreement and interact with the Utility in regard to requirements of the Program, you agree that we have permission to submit to the Utility and/or obtain from the Utility your customer information listed in Appendix A, and usage information. Protection of your Customer Data Is Important to us. The terms and conditions of our data privacy policy found at https://suncentral.net/privacy-policy/ are incorporated into this Agreement.

a. Changes fnLocation and Capacity.

a. Change in Location.

i. Advance Notice. You agree to provide us with ninety (90) days advance notice if you are moving, intend to close your Utility account, or of any other change which may cause you to not be the Utility's customer at the Utility Service Location.

ii. New Eligible Service Location within same Utility Service Tegitory. If you change your Utility Service Location, this Agreement shall continue for the new location if: (I) the billing meter at the new premise Is within the same service territory as the Utillty serving the associated Facility or another one of our facilities that has available capacity, and (ii) you are established as the customer of record for electric service with the Utility at the new premises. You shall take all steps and provide all information required by the Utility under the Program to substitute your new service location as the Utility Service Location under this Agreement, and this Agreement shall continue In effect. We shall update Allocation Form. After the Utility has verified eligibility and accepted the updated Allocation Form, you will continue to receive BIii Credits in accordance with the terms of this Agreement. We shall update Appendix A with your new Utility Service location, without the ne□d for additional consent or signature.

ill. Other Termination of Utility Service. If you cease to be a Utility customer for electric service at the Utility Service location and your new service location Is not ellglble to participate In Program in our Facility, we may terminate this Agreement under Section I0(e).

b. Increase or Decrease in Capacity. In accordance with Program Limitations, we may increase or decrease your Capacity, to adjust for changes in your actual electrical usage. We shall notify you of any changes within sixty (60) days of such change in Capacity.

c. Transfer to a Replacement Customer. You may be permitted to transfer all of your Capacity to a replacement customer as long as (i) such transfer Is made In compllance with all terms and conditions of the Program, Including Program limitations; (II) the replacement customer is eligible under the Program; (iii) you have no outstanding obligations in connection with your Customer Account or payments due under this Agreement; and (iv) you obtain our prior written consent, which consent may be withheld in our sole discretion. As a condition of any such transfer, you and the proposed transferee shall provide us with all requested documentation and information related to the transfer, and confirmation of qualification by the Utility to participate in the Program. Upon execution of a new agreement with the replacement customer, this Agreement will terminate.

9. **Your** General **Agreements.**

a. Representations and Warranties. As of the Effective Date, each Party represents and warrants to the other Party as follows:

i. The Party is duly organized, validly existing, and in good standing under the laws of the state of its formation.

ii. The Party has full legal capacity to enter into and perform this Agreement and that the information provided is true to the best of its knowledge and belief.

iii. The execution of this Agreement has been duly authorized, and each person executing this Agreement on behalf of the Party has full authority to do so and to fully bind the Party.

iv. The execution and delivery of this Agreement and the performance of the obligations hereunder will not violate any applicable legal requirement, any order of any court or other agency of government, or any provision of any agreement or other instrument to which the Party is bound.

v. There is no litigation, arbitration, administrative proceeding, or bankruptcy proceeding pending or being contemplated by th□ Party, or to the Party's knowledge, threatened against the Party, that would materially and adversely affect the validity or enforceability of this Agreement or the Party's ability to carry out the Party's obligations hereunder.

b. Customer Additional Representations, Warranties, and Covenants. Customer hereby represents, warrants and covenants to Company as follows:

i. The Customer Information you provide in Appendix A is accurate and that you are eligible to participate in the Program.

ii. You agree to keep your Utility account for the Utility Service Location in active status and pay your electric bill on time. You agree to make no claim against us or our affiliates or assigns for amounts which may be payable to you from the Utility under the Program or in connection with this Agreement.

iii. You have not granted or placed or allowed others to place any liens, security interests, or other encumbrances on the Bill Credits, and you will not do so during the Term of this Agreement.

10. Termination.

a. Termination of Program. In the event the Utility ceases to offer the Program or a comparable substitute, or in the event that there is a change in the Program such that you are no longer eligible to participate in the Program, then either Party may terminate this Agreement after you cease to receive Bill Credits.

b. Termination Based on Lease. If the lease where the Facility is located is terminated for any reason and not subsequently reinstated or the Company has not otherwise obtained a right to access and operate the Facility on the applicable site, this Agreement will terminate at the time such access to the site permanently ceases without liability to either Party.

c. Termination Based on Our Default. You may terminate this Agreement if we materially fall to fulfill any of our obligations as expressed in this Agreement, and such failure continues for more than sixty (60) days after written notice from you of such failure. To terminate this Agreement in accordance with this Section, you may not have any uncured material default at the time of such termination.

d. Termination Based on Your Default. You will be in material default of this Agreement and we may terminate this Agreement for your material default should any of the following occur:

i. You fail to make any payment when due under this Agreement and such failure continues for a period of thirty (30) days after written notice from us.

ii. Any of the representations set forth in this Agreement shall be or become untrue, or you fail to fulfill any of your other material obligations as expressed in this Agreement, and such failure continues for more than thirty (30) days after written notice to you of such failure.

iii. You fail to pay your Utility bills on a timely basis, your Utility account is closed without providing us notice as set forth In this Agreement, or you assign or transfer this Agreement without our prior written consent.

Iv. You become insolvent, file for bankruptcy, or make an assignment for the benefit of your creditors, or an involuntary bankruptcy petition is filed against you.

e. Termlnation Prior to Operation. Prior to the Commercial Operations Date, either Party may terminate this Agreement without penalty by providing written notice to the other Party, If we have not achieved the Commercial Operations Date for the Facility or the Facility fails to qualify as a Community Renewable Generation Facility In accordance with the Tariff within thirty-six (36) months after the Effective Date; provided that such thirty-six month period shall be extended on a day-to-day basis for any Force Majeure or action or inaction on the part of the Customer or Utility.

f. Force Majeure. ***"Force Majeure"*** means any event or circumstance not within the reasonable control of the a Party which precludes such Party (the ***"Affected Party")*** from carrying out, in whole or In part, its obligations under this Agreement, except the obligation to make payments when due. If a Force Majeure event occurs, the Company shall not be deemed to be in default during the Force Majeure event, provided that: (i) the Affected Party gives you written notice describing the occurrence and the anticipated period of delay; (II) no obligations of the Affected Party which were to be performed prior to the Force Majeure shall be excused; and (Iii) the Affected Party shall use commercially reasonable efforts to remedy the Force Majeure. If any Force Majeure lasts longer than ninety (90) days, and the Company determines In good faith that such Force Majeure substantially prevents, hinders or delays the Company's performance of any of Its obligations, then either Party may upon written notice terminate the Agreement without further liability, except that neither Party shall be relieved from any payment obligations arising under this Agreement prior to the Force Majeure.

g. Effect of Termination. Upon termination of this Agreement for any reason, (I) we shall remove you from the Allocation Form, which may take up to six (6) months, (II) we shall have no further obligation to deliver, and you shall have no further obligation to subscribe to, any Bill Credits from us, provided, however, (a) that you shall pay us the Bill Credit Payments with respect to any BIil Credits that have or may continue to be allocated to you by the Utility until the Community Distributed Generation Allocation Form is updated with the Utility and (b) with respect to Production Months with Consolidated Billing, you shall repay to us the net amount of Bill Credits you receive on your Utility account until we can find a replacement customer and the Utility accepts the updated Allocation Form. In connection with the foregoing sentence, both Parties agree to execute any documents as may be reasonably required by the Utility. Subject to the limitations set forth in this Agreement, each Party reserves and shall have all rights and remedies available to It at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement. In the event this Agreement is terminated due to your default, you shall be responsible to pay Company the Bill Credit Payment with respect to Bill Credits you would have received until we can find a replacement customer.

11. **Dispute Resolution.**

a. Complaints. For any concerns or complaints regarding this Agreement, please contact us at 888-734-3033, x702. We shall acknowledge such complaint within two (2) days of our receipt and respond within fourteen (14) days thereof whether in writing or by phone call. We shall keep a record of all customer concerns or complaints.

b. Dispute Resolution. Each party agrees that to expedite and control the costs of disputes, the resolution of any dispute relating to this Agreement **("Dispute#)** will be resolved according to the following procedures: (1) unless otherwise agreed in writing, the parties agree to continue to perform each of our respective obligations under this Agreement during the course of the resolution of the Dispute, then (2) each party agrees to first try to

informally resolve any Dispute. Accordingly, neither party will start a formal proceeding for at least forty-five (45} days after notifying the other in writing of the Dispute. Each party agrees to send our notice to the billing address set forth on the first **page** of this Agreement, then (3) If, after the informal dispute resolution process s□t forth in Subsection (2) above does not result in a resolution of the dispute, the parties shall be free to seek any available relief.

c. Choice of Law. This Agreement wlll be governed by and construed In accordance with the laws of the State of Illinois without regard to principles of conflicts of law.

d. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

12. Notices.

In the event that any notice or other communication is required or permitted to be given hereunder, such notice or communications will be in writing and may be delivered In person or sent by certified mail, overnight courier, sent electronically to the address of the addressee as specified below. Except as otherwise provided, all such notices or other communications will be deemed to have been duly given and received upon receipt.

To Us: SunCentral LLC
1601Wewatta St., Suite 700
Denver, CO 80202
Attention: Legal
customerservice@suncentral.net

To You: As set forth in Appendix A

We may, at our option, engage a third-party service provider to manage our obligations and communications pursuant to this Agreement. Any notice, consent or other communication from such third-party provider shall be as effective as if provided directly by us.

13. Company's General **Obligations Regarding the Facility.**

a. Company's Insurance. We shall maintain or ensure the following is maintained (a} property insurance on the Facility in commercially appropriate amounts, (b) commercial general liability insurance with coverage of at least $1,000,000 per occurrence and $2,000,000 annual aggregate, and (iii) workers' compensation Insurance as required by law.

b. Operations and Maintenance Services. Beginning on the Commercial Operations Date through the end of the Term, we will operate the Facility, and provide customary maintenance services designed to keep the Facility in good working condition. We will use qualified personnel to perform such services in accordance with industry standards.

c. Outages. If the Facility is out of service for more than three (3) consecutive business days (an ***"Outage"),*** We will inform you of such Outage either via email, or another reasonably accessible communications method. Such communication will include the estimated duration of the Outage and estimated production that will be lost due to the Outage. Under no circumstances will any Outage affect the electricity service to your home.

14, Additional Agreements.

a. Confidentiality. You agree to keep the terms of this Agreement in strictest confidence and trust and to not disclose the terms hereof to any other entity or person or use, disseminate, or otherwise distribute any such information for your benefit or for the benefit of another, except for the limited purpose of facilitating the business relationship with us and the transactions contemplated herein or as required by law.

b. Service Contract. Your community solar subscriber benefits under this Agreement, Including the Bill Credits related to your Solar Interest, will be treated as a service contract under Internal Revenue Code Section 7701(e), and its various subparts.

c. DISCLAIMERS OF WARRANTIES: WE DO NOT WARRANT OR GUARANTEE ANY MINIMUM PRODUCTION, SOLAR OUTPUT, OR BILL CREDIT AMOUNT. DURING THE TERM, YOUR ALLOCATION OF BILL CREDITS EVERY MONTH MAY VARY DUE TO WEATHER CONDITIONS, OUTAGES ATTHE FACILITY OR ON THE UTILITY GRID, OR FOR OTHER REASONS. WE 00 NOT SELL, TRANSMIT OR DISTRIBUTE SOLAR ELECTRICITY TO YOU UNDER THIS AGREEMENT. WE DO NOT PROVIDE YOU WITH OWNERSHIP OF, OR ANY INTEREST IN, ANY SOLAR PANELS, UTILITY INCENTIVES, TAX INCENTIVES, ENVIRONMENTAL ATTRIBUTES, OR RENEWABLE ENERGY CREDITS UNDER THIS AGREEMENT, ALL OF WHICH WILL BE OWNED BY US ANO USED BY US AS WE MAY DETERMINE FROM TIME TO TIME. WE DO NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE FACILITY OR ANY PART THEREOF. WE 00 NOT REPRESENT OR WARRANT THAT THERE WILL BE NO CHANGES TO THE TARIFF OR THE PROGRAM OR THE BILL CREDIT RATE, OR THAT THE UTILITY WILL NOT MAKE ANY CORRECTIONS OR ADJUSTMENTS TO METER READINGS. WE DO NOT REPRESENT OR WARRANT THAT ANY CHANGE TO STATE OR FEDERAL LAW OR CHANGES TO THE UTILITY TARIFF OR THE PROGRAM WILL NOT ADVERSELY AFFECT YOU OR WILL NOT CAUSE YOU TO BE INELIGIBLE FOR THE PROGRAM. NO ORAL OR WRlmN INFORMATION OR ADVICE GIVEN BY ANY AUTHORIZED REPRESENTATIVE OF THE COMPANY SHALL CREATE A WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WE DO NOT MAKE ANY WARRANTY OR GUARANTEE TO YOU, EXPRESS, IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, ANO ASSUME NO OTHER LIABILITIES, WHETHER IN CONTRACT OR IN TORT, WITH RESPECT TO THE SUBJECT MATTER HEREOF OR IN CONNECTION HEREWITH, AND YOU HEREBY DISCLAIM, WAIVE AND RELEASE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED OR IMPOSED BY LAW INCLUDING ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THESE LIMITATIONS CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT.

d. LIMITATION ON DAMAGES: Notwithstanding any other provision of this Agreement to the contrary, the entire liability of either Party to the other for any and all claims of any kind arising from or relating to this Agreement, including any causes of action in contract, tort, strict liability or otherwise, will be limited to direct actual damages only, subject in all cases to an affirmative obligation of a Party to exercise commercially reasonable efforts to mitigate its damages. Notwithstandingthe foregoing, our liability to you will in no event exceed the amount **paid** by you to us under this Agreement in excess of the Bill Credits you have received under this Agreement. We shall have the right to set-off and net against any amounts owed to us by you under this Agreement.

WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL EITHER **PARTY BE** LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS.

e. Assignment. You may not assign this Agreement nor assign or transfer the Bill Credits without our prior written consent, except as provided herein. We may assign this Agreement, or any of our rights, duties, or obligations under this Agreement, to another entity or individual, including any affiliate, whether by contract, change of control, operation of law, collateral assignment or otherwise, without your prior written consent. We may in our sole discretion, from time to time, transfer you to another affiliated facility, provided that you receive similar rights and benefits as hereunder. We shall provide you with written notice of such transfer and an updated Appendix A with the new Facility information. Such updated Appendix A shall be deemed to be added to this Agreement and such transfer may be made without the need for additional consent or signature of the Parties.

f. Obligation to Modify this Agreement for Financing. If a Lender requires this Agreement to be modified, or if we determine that this Agreement needs to be modified in order to finance, develop or operate the Facility, the Parties shall enter into negotiations to amend this Agreement to materially conform to such requirements and to the original intent of this Agreement in a timely manner. If the Parties, negotiating in good faith, cannot agree on such amendments within thirty (30) days of notice of the required Lender modifications, or if we determine in good faith that this Agreement cannot be amended to allow the Facility to be financed, developed or operated in a commercially reasonable manner, then we shall have the option, but not the obligation, to terminate this Agreement upon thirty (30) days prior written notice to you without further liability on the part of either Party, provided that the **Parties** shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

g. Survival. In the event of expiration or early termination of this Agreement, the following sections shall survive: Sections 4, 10, 11, 12, and 13.

h. Entire Agreement. This Agreement, together with its appendices and exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

i. Severability. Should any terms of this Agreement be declared void or unenforceable by any arbitrator or court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect for the Parties as the original terms and the remainder of the Agreement will remain in full force and effect.

j. No Partnership. Nothing contained in this Agreement will constitute either Party to this Agreement as a joint venturer, employee, or partner of the other, or render either Party to this Agreement liable for any debts, obligations, acts, omissions, representations, or contracts of the other, including without limitation your obligations to the Utility for electric service.

k. Amendments; Binding Effect; Waiver. Except as otherwise permitted in this Agreement, this Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by all of the Parties to this Agreement or their respective successors in interest. This Agreement inures to the benefit of and is binding upon the Parties and each of their respective successors and permitted assigns. No waiver of any provision of this Agreement will be binding unless executed in writing by the Party making the waiver.

l. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or PDF transmission will be deemed as effective as delivery of an originally executed counterpart.

m. Estopoel. You agree, at any time within ten (10} days of Company's written request, to execute, acknowledg□ and deliver to us a written estoppel in a form reasonably accepta□le to us and/or Lender to us stating whether the Agreement has been modified and Is In full force and effect, whether we are in default of said terms, and whether there exist any charges or set-offs against us, and setting forth such other matters as we or any Lender or potential buyer may reasonably request. You also agree to execute any consent agreement requested by any Lender.

n. Third-Party Beneficiaries. A Lender is a third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

o. Further Assurances. From time to time each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. No Party shall unreasonably withhold, condition or delay

Its compliance with any reasonable request made pursuant to this Section.

15. Right to Cancel.

You, the Customer, may cancel this transaction at any time prior to midnight of the third (3rdt business day after the Effective Date. See the attached notice of cancellation form (attached hereto as Appendix B) for an explanation of this right.

[Signatures on Following Page]

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below.

SunCentral UC

By:

Name:

Title: Authorized Representative

Client

By:

Name:

Title: Authorized Signatory on behalf Client

List of Appendices to Agreement

Appendix A: Customer and Facility Information
Appendix B: Right to Cancel
Appendix C: Consent to Disclose Utility Customer Data
Appendix D: Disclosure Form
Appendix E: Estimated Production
Appendix F: Utility Account Summary

Appendix A

Customer and Facility Information

(This **Appendix** will be completed by us and an updated copy of this Appendix will be provided upon the later of (i) the Commercial Operations Date and (ii) thirty (30) days after the Effective Date of this Agreement.)

Customer:

Contact:

Utility:	Ameren
Utility **Accounts:**	As set forth In Appendix F- Utility Account Summary
subscription Capacity:	XX kW-DC (XX kW-AC)
Facility:	TBD
Facility **Company:**	Pivot Energy
Fadlity **Capacity:**	XX kW-DC (XX kW-AC)
Commercial **Operations Date:**	TBD

Appendix&

Cancellation Right

(Copy 1)

Right to Cancel. As set forth in Section 15 of the Community Solar Subscription Agreement (the "Agreement"), you may cancel the Agreement, without penalty or obligation, by sending us a written cancellation notice within three (3) business days of the date you signed the Agreement. To cancel the Agreement, deliver a signed and dated copy of the below Notice of Cancellation (or any other written cancellation notice identifying you and the Agreement) to us at: SunCentral 1601Wewatta St., Suite 700, Denver, CO 80202 postmarked no later than midnight of the date that is three business days from the date you signed the Agreement. If you do not provide us a written cancellation notice within that three-day period, you will no longer have a right to cancel the Agreement and you willremain liable for performance of all your obligations under the Agreement.

Note: The following farm Is made available for the purpose of cancelling the Agreement pursuant to Section 15 of the Agreement within the three-day cancellation period described ***above.*** *If you are not choosing to cancel the Agreement within the three-day period described above, you should not sign thisfarm.*

Two copies of this form are included so that ***If*** *you do choose ta cancel the Agreement by delivering this form to us within that time, you will still have a copy of thisform.*

Notice of Cancellation

Date of Transaction:

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the Agreement and any negotiable Instrument executed by you will be returned within 10 days following receipt by us (SunCentral) of your Notice of Cancellation. If you cancel, you must make available to us at our address, In substantially as good condition as when received, any items of value delivered to you under the Agreement.

I, _____,hereby sign this Notice of Cancellation on ––––––––––––J 20___.J and have caused it to be delivered to SunCentral on or before midnight of the date that is three business days from □he date I signed the Agreement.

Customer's Signature:_____

AppendixC

Consent to Disclose Utility Customer Data Utillty: Ameren

Please provide the following Information. All requested information must be provided for the consent to be valid.

Authorized Recipient of Data: SunCentral LLC

Physical Address: 1601 Wewatta St., Suite 700, Denver, CO 80202

Phone: 888-734-3033 x702 Email: customerservice@suncentral.net

Data to be Released:

Utility, denoted above, will provide to SunCentral and/or its affiliates, via an (electronic) data exchange processes or otherwise, initial and ongoing account information. This information exchange will include, but Is not limited to: account number, address, contact information, kWh consumption history, revenue billing period, present meter reading, present meter reading date, account status (active / inactive), disconnect date of account, total monthly electric bill amounts, total monthly bill credits, billing rate code and other information as necessary (ucustomer Data").

As a customer of SunCentral and subscriber in the Community Distributed Generation program, I further understand that the data furnished will only be used by SunCentral or its affiliates to adequately manage your Solar Subscription, perform SunCentral's obligations under any Customer Agreement and maintain compliance with the Program.

SunCentral and Its affiliates may not use any of my identified Information for any other purpose and will keep my Information confidential In accordance with the terms of the Customer Agreement.

Disclosure dates: Up to one month prior to the date this document was executed, as evidenced below, and the continual release and export of Customer Data until such consent Is terminated as provided herein.

To be Completed by Ut:t/ty Customer:

I agree that I am the Utility customer of record for my utility account. I understand that Utllty has a policy regarding disclosure of my Customer Data and I accept that policy. Furthermore, I understand that disclosure of my Customer Data by Utility may also be required by law or If I authorize its disclosure.

I agree to allow Utility to release to SunCentral and Its affiliate, Customer Data described above for the purposes described above. I understand and agree that such data may reveal information about the way I use energy at my premises.

I understand that once my Customer Data has been provided to SunCentral, the Utility will have no control over and no responsibility for SunCentral's use of the data.

This consent shall terminate upon termination of the customer agreement between SunCentral and you.

By my signature, I affirm that I am customer of record and that everything In this document is true and correct. The undersigned and SunCentral agree that SunCentral may make agreements with me by electronic means. I agree that this consent, whether in paper or electronic form, has the same legal effect and is authentic and valid. Furthermore, I

agree to receiving information and other communications relating to my consent in electronic form. By applying a signature below, I agree to the above terms and conditions governing my consent.

Electronic Signature of Utllltv Customer of Record:

By way of electronic signature below, I am agreeing to all terms of this request. I have read, understand, accept and agree to the terms herein above associated with this Consent to Disclose Utility Customer Data.

Utility **Account Numbers**

As set forth in Appendix F - Utility Account Summary

***Signature of** Utility Customer:*

Date:

Appendtxo

Disclosure Form

[Insert]

AppendfxE

Estimated Production

Estimated Facility Production

Year 1	3,103,928
Year 2	**3,088,408**
Year 3	3,072,966
Year4	3,057,601
Years	3,042,313
Vear6	3,027,102
Year7	3,011,966
Years	2,996,907
Year9	2,981,922
YearlO	2,967,012
Year 11	2,952,177
Year12	2,937,416
Year 13	2,922,729
Year 14	2,908,116
Vear 15	2,893,575
Year16	2,879,107
Year17	2,864,712
Year 18	**2,850,388**
Year 19	2,836,136
Year 20	2,821,956
Year21	2,807,846
Year 22	2,793,807
Vear 23	2,779,838
Year 24	2,765,938
Year25	2,752,109

You acknowledge that the above schedule sets forth an estimate of the Facility Output. You acknowledge that this schedule is our non•binding estimate of the Facility's annual production, and that we do not represent or guarantee that any particular level of production, or Bill Credits will be achieved In connection with this Agreement. The estimated production is based upon computer modeling that takes into account the AC nameplate capacity of the Facility, weather, soiling and degradation of the solar panels.

AppendlxF

Utility Account Summary

Illinois Department of Transportation

Resolution for Maintenance Under the Illinois Highway Code

District	County	Resolution Number	Resolution Type	Section Number
11	Coles			G M

BE IT RESOLVED, by the Board (Governing Body Type) of the County (local Public Agency Type) of Coles Illinois that there is hereby appropriated the sum of

Eight Hundred Fifty Thousand and 0/100 Dollars or $850,000.00

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

12/01/25 (Beginning Date) to 11/30/26 (Ending Date)

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that County (Local Public Agency Type) of Coles (Name of Local Public Agency) shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on fonns available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Julie Coe (Name of Clerk) County (local Public Agency Type) Clerk in and for said County (local Public Agency Type) of Coles in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Board (Governing Body Type) of Coles (Name of local Public Agency) at a meeting held on 12/09/25 (Date)

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 9th (bay) day of December, 2025 (Monffi, Year)

(SEAL, if required by the LPA)

~~rerk S[gnoture~~ & ~~OalB~~

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Illinois Department of Transportation

Resolution Appropriating Funds for the Payment of the County Engineer's Salary

Does the County participate in the County Engineer's Salary Reimbursement Program? ☐ Yes ○ No

Resolution No _____ Section No J26-00000-00-CS STP Section No _____

WHEREAS, the County Board of Coles County has adopted a resolution establishing the salary of the County Engineer to be _____ percentage of the recommended salary for the County Engineer as determined annually by the Illinois Department of Transportation, and

WHEREAS, the County Board of Coles County has entered into an agreement with the Illinois Department of Transportation for transfer of Federal Surface Transportation Program funds to pay one-half of the salary paid to the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, by the Coles County Board that there is hereby appropriates the sum of One Hundred Fourty-Eight Thousand,Three and 00/100 Dollars ($148,003.00) from the County's Motor Fuel Tax Fund funds for the purpose of paying the County Engineer's salary from 01/01/26 beginning date to 12/31/26 ending date and,

BE IT FURTHER RESOLVED, that the Coles County Board hereby authorizes the Department of Transportation, State of Illinois to transfer Seventy-Four Thousand, One and 50/100 Dollars ($74,001.50) of Federal Surface Transportation Program funds allocated to Coles County to the Department of Transportation in return for an equal amount of State funds; and

BE IT FURTHER RESOLVED, by the Coles County Board that there is hereby appropriated the sum of Three Thousand Five Hundred and 00/100 Dollars ($3,500.00) from the County's Motor Fuel Tax Fund funds for the purpose of paying the County Engineer's expenses from 01/01/26 beginning date to 12/31/26 ending date

---

I Julie Coe County Clerk in and for said County of Coles in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by the County Board of Coles at a meeting held on 12/09/25

I certify that the correct TIN/FEIN number for Coles County is 376000640 Legal Status: Governmental.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 9th day of December, 2025 Month, Year

(SEAL, if required by the LPA)

IClerl< s;gnatura& Date

APPROVED
STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION
For resolutions involving a transfer of STR funds:

Omer Osman, P.E.
Secretary of Transportation Sicinature & Date

BY:
George A. Tapas, P.E., S.E.
Enaineer of Local Roads & Streets SiQnature & Date

For information about IDOT's collection and use of confidential information review the department's **Identity Protection Policy**.

LPANAME		Section No	STP Section No
Coles	county	j26-00000-00-CS	

For IDOJ Use Only

Dates of the existing agreement between IDOT and County Beginning to Ending

Dates of the new agreement between IDOT and County **Beginning** to Ending

Professional Services Proposal / Agreement

Date	Monday, November 17, 2025
Client	Coles County Highway Department 651 Jackson Ave Charleston, IL 61920
Consultant	The Upchurch Group, Inc. 123 N. 15th Street Mattoon, Illinois 61938
Project	Deck Replacement Coles County Structure No. 015-3242 Section: 25-06141-000-BR

Project Summary. The Consultant proposes to provide professional engineering & land surveying services related to replacing the deck on a single-span box beam bridge located on TR 748 (700E) approximately 1.25 NE of Mattoon, Coles County. The bridge is in Lafayette township, Structure No. 015-3242.

Scope of Work - The Consultant proposes to provide the civil engineering and land surveying services required to assist Coles County with the replacement of the bridge deck described above. The scope of work includes full deck removal and replacement, installation of a new wearing surface, and replacement of the bridge railing to meet current standards. The Consultant will also evaluate the need for guardrail and terminal end section improvements and, if required, include their design. Additionally, the Consultant will reprofile the roadway approaches to properly tie into the new deck and wearing surface elevations.

Services shall include:

- ☐ Review of existing site conditions.
- ☐ Field verification of the as-built plan dimensions.
- ☐ Topographic survey as necessary to properly evaluate guardrail and reprofiling requirements.
- ☐ Structural design of proposed box beam deck to be installed.
- ☐ Cost Estimate

Contract Documents will be prepared for the work as follows:

- ☐ Cover sheet
- ☐ Summary of Quantities sheet
- ☐ General Notes & Typical Section sheet
- ☐ Site Demolition / Existing Conditions clearly showing the features existing on site that are to remain and those structures that are to be removed.
- ☐ Site Layout Plan sheet showing the deck to be replaced as well as any bridge railing repairs and pavement replacement.

☐ Profile view showing the adjustments to the roadway approaches.
☐ Detail of proposed box beam deck to be installed.
☐ Project Manual including contract documents, general requirements, and job specifications.
☐ Construction phase services will be limited to shop drawing review.

Work not included. The Consultant's work shall not include any of the following:

☐ Bidding Services
☐ Environmental Permits {No permits are anticipated to be required.)
☐ Quantity Takeoff
☐ Construction Services except as outlined above.
☐ All Fees related to obtaining necessary permits.

However, the Consultant stands ready, willing and able to provide such additional services, if requested by the Owner.

Owner's Responsibilities. The Owner agrees to facilitate the Consultant's work by providing the following:

1. Return a fully executed copy of this Agreement within 30 days of the date which appears above or as extended by mutual agreement.
2. Provide reasonable access to the proposed job site and necessary permission from the owner for the purpose of obtaining field measurements and other data to be used by the Consultant in his work.

Fee Calculation. The Consultant proposes to perform the Work for the following stipulated sums:

Survey	$9,500.00
Design of Deck Replacement	$6,500.00
Preparation of Construction Documents	$14,500.00
Bidding Services - NOT INCLUDED	$0.00
Bridge Rating	$3,500.00
Construction Phase Services	$1,000.00
Total Fee for All Services	$35,000.00

Deliverables will include a digital copy of all documents in PDF format. Additional copies of the drawings are available at the cost of reproduction.

A. Payments to Consultant. An invoice will be submitted monthly until completion of the work. The Client shall notify the Consultant within 10 calendar days of receiving an invoice if any reason exists why the invoice can't or won't be paid within 30 days of receiving said invoice.

Invoices unpaid for longer than 30 days shall accrue late fees at the rate of one and one-half percent per month (annual percentage rate = 18).

Schedule. The Consultant agrees to provide services in a timely manner, consistent with professional care and in accordance with the following:

☐ Complete work in a timely manner, excluding delays for Owner review.

In evidence of this Agreement

Representing *The Upchurch Group, Inc.:*	Representing Coles County
	
Signature	Signature
Stanley J Fearday, PE Printed Name	Printed Name
Director of Civil Engineering Title	Title
November 17, 2025 Date	Date

RESOLUTION TO SUBMIT AN ADVISORY REFERENDUM TO THE VOTERS OF _____COUNTY REGARDING THE FEDERAL SCHOLARSHIP TAX CREDIT

WHEREAS, _____COUNTY, Illinois is a duly organized and existing county created and operating under the provisions of the Illinois Counties Code and the laws of the State of Illinois; and,

WHEREAS, the Illinois Election Code provides that any public question authorized by statute shall be initiated in accordance with 10 ILCS 5/28-1 and 5/28-5; and,

WHEREAS, Section 5-1005.5 of the Counties Code, 55 ILCS 5/5-1005.5, provides that, by a vote of a majority of the county board, the county board may authorize that an advisory question of public policy be placed on the ballot at the next regularly scheduled election in the county and,

WHEREAS, the Federal Scholarship Tax Credit offers a federal tax credit ofup to $1,700 for individuals that donate to Scholarship Granting Organizations, thereby increasing funding for these organizations to help families pay for their children to attend the K-12 school of their choice; and,

WHEREAS, if Illinois opts in, scholarship funds could be used by students in both public and private schools for a multitude of educational services, including tutoring, additional educational classes, books or online educational materials, educational therapies for students with disabilities, fees for standardized or college admission exams and fees for dual enrollment; and,

WHEREAS, donors to scholarships will benefit from tax credits regardless of whether Illinois opts in, but Illinois students will not receive those funds unless the state opts in; and,

WHEREAS, opting into the program would not take money away from public schools, nor would it divert federal money or state money from public schools to fund the scholarships; and,

WHEREAS, the county board of _____**COUNTY,** Illinois find it to be in the best interests of _____**COUNTY,** Illinois to put a non-binding, advisory referendum question on the ballot regarding whether the state of Illinois should opt into the scholarship program under the Federal Scholarship Tax Credit, and that said question should be submitted by referendum to the _ _ COUN1Y electorate at the March 17, 2026 general primary election.

NOW THEREFORE, BE IT RESOLVED by the county board of ____ COUNTY that the County Clerk is hereby authorized and directed to place on the March 17, 2026, General Primary Election Ballot in _____COUNTY the following non-binding, advisory, public question in accordance with applicable law:

Should Illinois opt into a federal program that would provide Public K-12, private school, and homeschool students with privately donated funds for academic needs, such as tutoring and test preparation, educational therapies for students with disabilities, tuition, books, exam fees or for other specified academic needs?

YES __ NO__

DATED this ___ day of _____, 2025.

ATTEST:

_____ 

County Clerk County Board Chairman

State of Illinois)
)
County of Coles)

AMENDED HOLIDAY CALENDAR FOR 2025

BE IT RESOLVED by the County Board of Coles County, Illinois that the following dates are designated as holidays for the year 2025:

Wednesday, January 1, 2025	New Year's Day
Monday, January 20, 2025	Martin Luther King, Jr. Day
Wednesday, February 12, 2025	Lincoln's Birthday
Monday, February 17, 2025	Washington's Day (observed)
Friday, April 18, 2025	Good Friday
Monday, May 26, 2025	Memorial Day
Friday, June 19, 2025	Juneteenth Independence Day
Friday, July 4, 2025	Independence Day
Monday, September 1, 2025	Labor Day
Monday, October 13, 2025	Columbus Day (observed)
Wednesday, November 11, 2025	Veterans Day
Thursday, November 27, 2025	Thanksgiving Day
Friday, November 28, 2025	Day Following Thanksgiving Day
Wednesday, December 24, 2025	Christmas Eve (½ day afternoon)
Thursday, December 25, 2025	Christmas Day
Friday, December 26, 2025	Day Following Christmas Day

DATED this □ay of .h .. Q..... _„ 2025.

ATTEST:

Clerk

_D_D.Ma«l u,_-)& Chairman