

CITY OF LINCOLN
COMMITTEE OF THE WHOLE MEETING
AGENDA
JUNE 24, 2025
CITY HALL COUNCIL CHAMBERS
700 BROADWAY STREET
6:00 PM

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Participation**
- 4. Lincolnwood Lift Station Pump 1 Repair**
- 5. Amendment #2 to CMT Work Order #4 – General Sewer Engineering**
- 6. Increase in Sidewalk Reimbursement Rate**
- 7. Adopting Amendment #1 To the Appropriation Ordinance for F.Y. 2024/2025.**
- 8. Lincoln’s LED Lighting Project**
- 9. Amendment to Solar System Site Lease Agreement with Keystone Power Holding LLC**
- 10. Ordinance Creating 2-2 Of the Lincoln City Code.**
- 11. Announcements**
- 12. Possible Executive Session**
- 13. Adjournment**
- 14. City Council Meeting Monday, July 7, 2025 at 6:00 PM**
Committee of the Whole Meeting: Tuesday, July 15, 2025 at 6:00 PM

TRACY WELCH
MAYOR

PEGGY S. BATEMAN
CITY CLERK

CHARLES N. CONZO
CITY TREASURER

JOHN A. HOBLIT
CITY ATTORNEY



CITY OF LINCOLN, ILLINOIS

700 Broadway St., P.O. Box 509, Lincoln, IL 62656

Named for and Christened by Abraham Lincoln, 1853—Incorporated February 16, 1865
CITY COUNCIL MEETS FIRST AND THIRD MONDAY NIGHTS EACH MONTH

To: Mayor and Aldermen of the City of Lincoln

From: Andrew Bowns, Wastewater Project Manager

Meeting Date: June 24, 2025

RE: Lincolnwood Lift Station Pump 1 Repair

Background

The attached estimate is for a repair of pump 1 at the Lincolnwood Lift Station.

Analysis/Discussion:

This pump is in need of seals, rewinding, and a new impeller. It may also need a new cord due to the length of the existing cord, and what had to be removed for diagnostics. The repair will take approximately 4 to 6 weeks.

Fiscal Impact:

This estimate for repair is \$17,621.60 for the seals, winding, impeller, and cord; which may not be needed.

Council Recommendation:

Approve Lincolnwood Lift Station Pump 1 Repair in an amount not to exceed \$19,383.76 to be expensed from "50-7200-7860 Capital Expense - Equipment".

CITY COUNCIL

FIRST WARD
STEVE PARROTT
ROBIN McCLALLEN

SECOND WARD
DAVID SANDERS
SAM DOWNS

THIRD WARD
KEVIN BATEMAN
DENNIS CLEMONS

FOURTH WARD
RHONDA O'DONOGHUE
STAN ANDERSON

Armature Motor & Pump Company Inc.

Craig@amp309.com
 3011 N. Main Street
 East Peoria IL 61611

Estimate

Date	Estimate #
6/15/2025	36115

Name / Address
LINCOLN WASTE WATER TREATMENT PLANT ATTN: ANN STEGE 150 W. KICKAPOO ST. LINCOLN, IL 62656

			Project
Description	Qty	Cost	Total
LABOR FLYGT 3153.091 SUBMERSIBLE PUMP WE RECEIVED DISMANTLED, SORTED & CHECKED ALL PARTS. REMOVE STATOR FROM CAN & REWIND REINSTALL. BALANCE ROTOR, CLEAN ALL PARTS. REPLACE BRGS, O-RINGS SEALS & POWER CORD, TEST RUN, AIR TEST SEALS	1	4,410.00	4,410.00
BASIC REPAIR KIT . BRGS, SEAL, ORINGS	1	4,460.00	4,460.00T
NEW POWER CORD 55 FEET	55	79.20	4,356.00T
IMPELLER	1	4,395.60	4,395.60T
REPAIR TOTAL 4-6 WEEKS			17,621.60
ERIC POWER CORD WAS CUT OFF, WE MEASUER ABOUT 55 FEET YOU WILL LOOSE APPROX 3 FEET. IF 50 FEET ALL YOU NEED WILL NO NEED REPLACE CORD JOB 25926			
NEW PUMP 12-14 WEEKS	1	34,946.20	34,946.20T
		Subtotal	\$52,567.80
		Sales Tax (0.0%)	\$0.00
		Total	\$52,567.80

TRACY WELCH
MAYOR

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CITY CLERK

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700 Broadway St., P.O. Box 509, Lincoln, IL 62656

Named for and Christened by Abraham Lincoln, 1853—Incorporated February 16, 1865
CITY COUNCIL MEETS FIRST AND THIRD MONDAY NIGHTS EACH MONTH

To: Mayor and Aldermen of the City of Lincoln

From: Andrew Bowns, Wastewater Project Manager

Meeting Date: June 24, 2025

RE: Amendment #2 to CMT Work Order #4 - General Sewer Engineering

Background

The attached work order will allow CMT to continue working with the sewer department on an as needed basis for smaller issues.

Analysis/Discussion:

This work order will allow expenditures of up to \$20,000.00 for the purposes of smaller engineering requirements for the sewer plant, lift stations, and collections system.

Fiscal Impact:

This work order has an amended cap increase of \$20,000.00. This work order has been budgeted for in FY 25-26.

Council Recommendation:

Approve Amendment #2 to CMT Work Order #4 in an amount not to exceed, unless amended, \$20,000.00 to be expensed from "50-7200-5230 Engineer Contract".

CITY COUNCIL

FIRST WARD
STEVE PARROTT
ROBIN McCLALLEN

SECOND WARD
DAVID SANDERS
SAM DOWNS

THIRD WARD
KEVIN BATEMAN
DENNIS CLEMONS

FOURTH WARD
RHONDA O'DONOGHUE
STAN ANDERSON



June 17, 2025

Andrew Bowns, City of Lincoln Sewer Superintendent
City of Lincoln
700 Broadway Street
Lincoln, Illinois 62656

RE: AMENDMENT NO. 2 TO CMT WORK ORDER NO. 4 - GENERAL SEWER ENGINEERING

Dear Mr. Bowns,

By this letter we respectfully request your concurrence and approval of an amendment to the executed work order dated June 30, 2023 to provide on-call engineering services in support of the City of Lincoln’s Sewer Department. This original work order was previously amended on February 20, 2024 to aid the City in the renewal of their NPDES permit and for the property transfer on North Jefferson Street among other shorter duration requests. As previously discussed, this amendment will represent an increase of \$20,000 to the total engineering cost of the previously amended work order. The scope of the original work order was non-specific such that CMT could provide on-call assistance to aid you in the operations and management of the City’s sewer infrastructure.

Please note that neither a detailed scope of services nor a detailed engineering fee estimate have been developed. Any fee remaining on the work order will be carried forward to additional assignments at your discretion. Should additional hours be required to expand our scope of services, CMT will respectfully request an increase in the upper limit of the work order.

	Original Amount	Amendment Amount	Amended Contract Amount
Amendment No. 1	\$20,000	\$40,000	\$60,000
Amendment No. 2		\$20,000	\$80,000

Compensation for the services provided under this work order will be in accordance with the provisions of the Master Services Agreement dated March 27, 2023.

CITY OF LINCOLN

Date: _____

CRAWFORD, MURPHY & TILLY, INC.

Christina Crites

Christina L. Crites – Vice President

Date: 06/17/2025

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Walt Landers, Street Superintendent

MEETING

DATE: June 24, 2025

RE: Increase in Sidewalk Reimbursement Rate

Background

The Lincoln Street department has miles of sidewalks in need of repair, and resources are limited. The department therefore must set priorities. The City of Lincoln offers a sidewalk reimbursement program to its residents. This program provides property owners of residential and commercial property an opportunity to replace defective public sidewalks that may qualify at a reduced cost, without having to wait for sidewalks to be designated for the City's regular sidewalk repair program. Sidewalks that qualify are typically rated poor to fair condition. Sidewalks in good condition typically will not qualify for the program. The Reimbursement is only eligible for public sidewalks not driveway aprons or for walkways between the sidewalk and street (carriage walks).

Analysis/Discussion

The reimbursement is currently set at \$2.00 Per square foot and has been for many years. This rate is inadequate regarding current standers and costs. I recommend that the rate of reimbursement be adjusted to \$6.00 per square foot

Fiscal Impact

The 2025/2026 budget has \$8000.00 allotted for Sidewalk-Rebate, line 20-3600-8618

COW Recommendation

Approve the Increase of sidewalk Reimbursement from \$2.00, to \$6.00, per square foot and place on the agenda of July 7, 2025, Regular City Council meeting.

CERTIFICATION OF SUPPLEMENTAL APPROPRIATION ORDINANCE

CITY OF LINCOLN

The undersigned, duly elected, qualified and acting Clerk of the City of Lincoln, Logan County, Illinois, does hereby certify that attached hereto is a true and correct copy of the Supplemental Appropriation Ordinance of said City for the fiscal year beginning May 1, 2024 and ending April 30, 2025, as adopted on July __, 2025.

This certification is made and filed pursuant to the requirement of Public Act 88-455 (35ILCS 200/18-50) and on behalf of the City of Lincoln, Logan County, Illinois.

This certification must be filed within thirty (30) days after The adoption of the Supplemental Appropriation Ordinance.

Dated this ____ day of July, 2025

Peggy Bateman, City Clerk

Filed this ____ day of July, 2025

Theresa Moore, County Clerk

F.Y. 2024-2025 Supplemental Appropriation Ordinance

City of Lincoln

F.Y. 2024-2025 Supplemental Appropriation

General Fund

Revenues:

02-0001-3610	Insurance Reimbursements	\$ 109,480.56
02-0800-3900	Fire Dept.-Grants	\$ 1,000.00
02-0800-3845	Fire Dept.-Reimbursements	\$ 2,987.00

Expenditures:

02-0224-8600	129 S. Sangamon St. Demo/Clean-up	\$ 270,374.81
02-0806-4018	Fire Dept. Overtime	\$ 64,858.55

ORDINANCE NO. 2025-_____

ORDINANCE ADOPTING AMENDMENT #1 TO APPROPRIATION ORDINANCE

CITY OF LINCOLN

May 1, 2024 - April 30, 2025

WHEREAS, the City Council has directed the Corporate Authorities to prepare an Appropriation Ordinance; and

WHEREAS, the Corporate Authorities worked diligently in the preparation of the Appropriation Ordinance for the fiscal year beginning May 1, 2024 and ending April 30, 2025; and

WHEREAS, the City Council desires to limit the spending of the City according to those items as set forth in the Working Appropriation Ordinance unless approved by the Council; and

WHEREAS, the total Budget expenditures and Appropriation expenditures for the fiscal year beginning May 1, 2024 and ending April 30, 2025 will not be exceeded as a result of the Appropriation changes described herein;

NOW THEREFORE, it is hereby resolved that the amendments within the Appropriation, as proposed by the Corporate Authorities on July , 2025, as attached and incorporated herein, are hereby adopted as a spending limit for the items contained therein and before expenditures shall be made in excess for items not contained therein, it shall be necessary to apply to the City Council for a modification of the Appropriation Ordinance. This Ordinance shall be in effect the _____ day of July, A. D. 2025.

This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

\$ 308.00	02-0800-6435 F.D.-Contractual Services	02-0806-4018 F.D.-Salaries-Overtime
\$ 14,094.00	02-0800-8421 F.D-New Hire Tr. & Training	02-0806-4018 F.D.-Salaries-Overtime
\$ 527.00	02-0800-5126 F.D.-Supplies-Fire Prevention	02-0806-4018 F.D.-Salaries-Overtime
\$ 19,505.00	02-0800-5202 F.D.-Repairs & Maint. Equip.	02-0806-4018 F.D.-Salaries-Overtime
\$ 792.00	02-0800-5206 F.D.-Repairs & Maint. /Radios	02-0806-4018 F.D.-Salaries-Overtime
\$ 992.00	02-0800-5102 F.D.-Supplies/Office	02-0806-4018 F.D.-Salaries-Overtime
\$ 375.00	02-0800-8421 F.D.-Travel & Training	02-0806-4018 F.D.-Salaries-Overtime
\$ 566.00	02-0800-8650 F.D.-Medical Exams	02-0806-4018 F.D.-Salaries-Overtime
\$ 195.00	02-0800-5108 F.D.-Supplies/Dormitory	02-0806-4018 F.D.-Salaries-Overtime
<u>New Revenue:</u>		<u>Expense:</u>
\$ 1,000.00	02-0800-3900 F.D.-Grants	02-0806-6402 F.D-Salaries-Overtime
\$ 2,957.00	02-0800-3845 F.D.-Reimbursement	02-0806-6402 F.D.-Salaries-Overtime
<hr/>		
<u>Amount:</u>	<u>Transfer From:</u>	<u>Transfer To:</u>
\$ 2,264.00	02-1400-6435 Bldg. & Grounds-Contr. Services	02-1400-6433 Bldg. & Grounds-Internet Service
\$ 1,819.00	02-1400-6435 Bldg. & Grounds-Contr. Services	02-1400-8304 Bldg. & Grounds-Utilities/Gas
\$ 33.00	02-1400-6431 B. & G.-Repairs/Mun. Bldg.	02-1400-5202 Bldg. & Grounds-Repairs/Maint. Equip.
\$ 284.00	02-1400-6435 Bldg. & Grounds-Contr. Services	02-1400-5212 Bldg. & Grounds-Repairs/Maint. Bldg.
\$ 1,371.00	02-1400-8304 Bldg. & Grounds-Utilities/Water	02-1400-5212 Bldg. & Grounds-Repairs/Maint. Bldg.
\$ 1,217.00	02-1400-5102 Bldg. & Grounds-Supplies/General	02-1400-5212 Bldg. & Grounds-Repairs/Maint. Bldg.
\$ 602.00	02-1400-6431 Bldg. & Grounds-Mun. Bldg.	02-1400-5212 Bldg. & Grounds-Repairs/Maint. Bldg.
<hr/>		
\$ 13,694.00	02-3000-7852 Façade Grants	02-3000-8605 Spec. Projects & Events
\$ 135.00	02-3000-8602 Fees-Logan Co. Reg. Planning	02-3000-8500 Third Friday

Amendment To Appropriations Ordinance

Fiscal Year 2024-2025

<u>Amount:</u>	<u>Transfer From:</u>	<u>Transfer To:</u>
\$ 3,310.00	02-0000-8324 Audit Fee	02-0000-4098 Municipal Retirement Contribution
\$ 3,300.00	02-0018-8390 Compensable Claims	02-0018-8389 Insurance-Property
\$ 13,300.00	02-0018-8390 Compensable Claims	02-0018-8388 Workmen's Compensation
8.00	02-0204-8420 City Clerk Travel & Training	02-0204-4017 City Clerk Salaries/Clerical
\$ 5.00	02-0206-8420 City Treasurer Travel & Trng.	02-0206-4010 City Treasurer Salaries
\$ 2.00	02-0224-8342 Legal Expense & Filing Fees	02-0224-4017 Bids & Bidding-Salaries/Clerical
\$ 200.00	02-0234-8610 Merit Commission-Expenses	02-0234-4015 Police & Fire Commission Salaries
\$ 23.00	02-0254-8420 Mayor/Council-Travel & Trng.	02-0254-5102 Mayor/Council-Office Supplies
\$ 680.00	02-0254-8420 Mayor/Council-Travel * Trng.	02-0254-8402 Mayor/Council-Dues/Donations
\$ 250.00	02-0254-8420 Mayor/Council-Travel & Trng.	02-0254-8520 Mayor/Council-Public Relations
\$ 183.00	02-0254-8420 Mayor/Council-Travel & Trng.	02-0254-8474 Mayor/Council-Telephone/Fax/Internet
\$ 920.00	02-0404-8344 Labour Attorney	02-0404-5227 Contract Services Legal
\$ 475.00	02-0404-8344 Labour Attorney	02-0404-8342 Outside Legal Services
\$ 141.00	02-0604-6436 Contingencies-Radios/Cameras	02-0604-5408 Contingencies-Property Taxes
\$ 2,100.00	02-0604-6436 Contingencies-Radios/Cameras	02-0604-6482 Contingencies-Landfill Clean-up
\$ 26.00	02-0800-5108 F.D. Supplies/Dormitory	02-0800-5115 F.D. New Hire PPE Equip.
\$ 600.00	02-0800-5108 F.D. Supplies/Dormitory	02-0800-5112 F.D. Equipment/Computers
\$ 41.00	02-0800-5126 F.D. Supplies-Fire Prevention	02-0800-8402 F.D. Dues/Subscriptions
\$ 11,598.00	02-0800-5106 F.D. Gas & Oil	02-0806-4012 F.D. Salaries-Appointed
\$ 6,367.00	02-0800-5106 F.D. Gas & Oil	02-0806-4018 F.D. Salaries-Overtime
\$ 2,077.00	02-0800-6435 F.D.-Contractual Services	02-0006-4018 F.D.-Salaries-Overtime

\$ 561.00	02-1200-8644 P.D.-Labour Attorney	02-1200-6435 P.D.-Contractual Services
\$ 5.00	02-1206-4013 P.D.-Salaries/Monthly	02-1206-4012 P.D.-Salaries/Appointed
\$ 55.00	02-3600-8520 St. & Alleys-Public Relations	02-3600-8474 St. & Alleys-Telephone/Mobil/Pagers
\$ 753.00	02-3606-4014 St. & Alleys-Salaries/Hourly	02-3606-4016 St. & Alleys-Salaries/Part-Time
\$ 5.00	02-3606-4014 St. & Alleys-Salaries/Hourly	02-3606-4017 St. & Alleys-Salaries/Clerical
\$ 180.00	02-3704-4070 Health Benefits/Health Ins.	02-3704-4018 Health Benefits-COBRA/Vision
\$ 1,800.00	02-3704-4070 Health Benefits/Health Ins.	02-3704-4074 Health Benefits-Life Insurance
\$ 160.00	02-3704-4070 Health Benefits/Health Ins.	02-3704-4072 Health Benefits-Dental Insurance
\$ 6,710.00	20-0000-5116 M.F.T.-Supplies/Material	20-0000-5235 M.F.T.-Traffic Signal Electrical Serv.
\$ 807.00	43-1200-8862 2023 G.O. Bond-Police Equip.	43-0800-8863 2023 G.O. Bond-Fire Dept. Equip.
\$ 176,057.00	43-0001 2023 G.O. Fund Bal. (unallocated)	43-1400-8866 2023 G.O. Bond-Bldg. & Grounds
\$ 7,114.00	43-0001-8869 2023 G.O. Bond-General	43-0200-8865 2023 G.O. Bond-Tech. & Equip.
\$ 27,832.00	50-7200-7860 Capital Expense-Equipment	50-7200-8302 Wastewater Facility Electric
\$ 571,146.00	56-0000 CSO Loan Total (unallocated)	56-0007-8862 CSO Loan Principal Payment
\$ 173,490.00	56-0000 CSO Loan Total (unallocated)	56-0007-8863 CSO Loan Interest Payment
Please Note: The funds available for repayment of the CSO Loan were previously unallocated due to the lack of an amortization schedule from the IEPA until later in the Fiscal Year.		
\$ 59.00	70-1200-7861 P.D.-Vehicle Equip	70-1200-7860 P.D.-Vehicles
\$ 655.00	74-0000-8422 Police Pension/Schools & Conf.	74-0000-8620 Police Pension Fund/Professional Fees
\$ 120,736.00	74-0000-1461 IPOPIF Balance	74-0000-8660 Police Pension Payments
\$ 148,469.00	76-0000-1461 IFPIF Balance	76-0000-8660 Firemen's Pension Payments
\$ 392.00	81-0000-8526 ARPA-Elevator Improvements	81-0000-8520 ARPA-City Hall Improvements
\$ 46.00	81-0000-8526 ARPA-Elevator Improvements	81-0000-8524 ARPA-Parks

\$ 10,269.00

81-0000-8526
ARPA-Elevator Improvements

81-0000-8527
ARPA-City Hall Roof

Supplemental Appropriation:

New Revenue:

\$ 109,480.56 02-0001-3610
Insurance Reimbursements

Expenditure:

\$ 270,374.81 02-0224-8600
129. S. Sangamon St. Demo/Clean-up

Expenditure not previously included in Appropriation Ordinance.
Supplemental Appropriation required and qualifies under 65/ILCS 5/8-1-6
as an "Emergency," which states: "Emergency, as used in this section,
means a condition requiring immediate action to suppress or prevent the
spread of disease, or to prevent or remove imminent danger to persons or
property." (emphasis added).

DRAFT

DRAFT

DRAFT

DRAFT

The vote on the adoption of this Ordinance was as follows:

Ald. Parrott _____

Ald. Downs _____

Ald. Clemons _____

Ald. O'Donaghue _____

Ald. McCallen _____

Ald. Sanders _____

Ald. Bateman _____

Ald. Anderson _____

DRAFT

DRAFT

Ayes: _____

Nays: _____

Absent: _____

Abstentions: _____

Passed and approved this _____ day of _____, 2025.

City of Lincoln,

BY: _____

Tracy Welch, Mayor
City of Lincoln
Logan County, Illinois

DRAFT

DRAFT

ATTEST; _____ (SEAL)

Peggy S. Bateman, City Clerk,
City of Lincoln
Logan County, Illinois

MEMORANDUM

TO: Mayor and Council of the City of Lincoln
FROM: Peggy Bateman, City Clerk
MEETING
DATE: July 7, 2025
RE: Lincoln's LED Lighting Project

Background: On March 3, 2025 the Council voted and approved Installation of LED light fixtures for City Hall, the Hamilton Street Garage, and the Wastewater Treatment Facility from a grant with Ameren Illinois at a cost not to exceed \$16,180.00. The previous assessment for the Wastewater Treatment plant had to be voided out due to the facility being a DS-3 account. This required to go a different route to achieve Ameren Incentives due to the size of the plant. The Wastewater Plant had to be submitted with the Standard Amplify Program. Having an additional walk through with the electrician there were more lights that were discovered that were not on the original count from the first assessment. The additional 18 additional lights added cost to the labor and material. The original amount to be paid under the Wastewater Treatment Plant was \$5,750.00 with additional lights and the cost for Wastewater Treatment Plant would cost \$7,170.00 making additional amount that needs to be approved is \$1,420.00.

City Council Recommendation: To be placed on the Regular City Council Meeting for Monday, July 7, 2025 to approve the additional amount of \$1,420.00 for the LED Lighting Project.

Notice of Exercise of Lease Option

This Notice of Exercise is made and delivered pursuant to Paragraph 1 of the Option and Solar System Site Lease Agreement, dated November 7, 2022, as amended ("**Agreement**"), by and between The City of Lincoln, Illinois ("**Lessor**"), and KPH IL22, LLC ("**Lessee**").

Lessee hereby notifies Lessor that Lessee is exercising, and does exercise, the Lease Option under the Agreement.

Dated: May 30th, 2025

KPH IL22, LLC, a Pennsylvania limited liability company

By: Anthony C Fotopoulos

Name: Anthony C. Fotopoulos

Title: Manager

Amendment to Option and Solar System Site Lease Agreement

This Amendment to Option and Solar System Site Lease Agreement (“*Amendment*”), effective as of May 30th, 2025, by and between **KPH IL22, LLC** (“*Lessee*”), and the **City of Lincoln**, an Illinois Municipal Corporation (“*Lessor*”).

- A. Lessor and Lessee entered into an Option and Solar System Site Lease Agreement dated November 7, 2022 (“*Agreement*”) for purposes of the Lessee building, owning, operating, maintaining, replacing and removing a solar energy generating facility (the “*Generating Facility*”) in Lincoln, IL, a part of the SE ¼ of the SE ¼ of Section 36, T20N, R 3 W, of the 3rd PM, PIN 12-036-070-00 (the “*Site*”);
- B. Lessor and Lessee desire to enter into this Amendment according to the terms as set forth below.
- C. The first (1st) paragraph of Section 2 of the Agreement is deleted and replaced with the following:

If Lessee exercises the Lease Option, the initial lease term (“*Initial Term*”) shall commence on the first day of the calendar month following the date of the Exercise Notice (“*Lease Commencement Date*”). Lessee will have the right initially to construct and install the Generating Facility on the Site (“*Construction Term*”). Upon the earlier to occur of (a) eighteen months after the Lease Commencement Date, and (b) the date Lessee notifies Lessor that Lessee has received a Permission to Operate (“*PTO*”) from the utility to which the Generating Facility is connected, the Construction Term shall end and the initial operations term (“*Initial Operations Term*”) shall commence and shall end on the 25th anniversary of the Initial Operations Term (“*Lease Expiration Date*”). Lessee shall have the right to extend the Initial Operations Term (and the Lease Expiration Date) for three (3) consecutive periods of five (5) years each (each such extension, an “*Extension Term*”, collectively with the Construction Term and the Initial Operations Term, the “*Term*”).

- D. The third (3rd) paragraph of Section 2 of the Agreement is deleted and replaced with the following:

Within thirty (30) days following the Lease Commencement Date, Lessee shall pay Lessor One Thousand Five Hundred Dollars (\$1,500.00) for the Construction Term (“*Construction Rent*”). Starting on the date of the Initial Operations Term, Lessee shall become obligated to pay Lessor annual rent in the amount of One Thousand One Hundred Dollars (\$1,100.00) per fenced acre (or portion thereof) of the Site thereafter during the remainder of the Term (the “*Annual Rent*”), prorated for any partial year. The first such payment shall be due within thirty (30) days after the date Lessee becomes obligated to pay Annual Rent. Subsequent payments of Annual Rent shall be due on each anniversary of the first Annual Rent payment.

Lessor agrees to execute a Memorandum of this Amendment, in the form attached to this Amendment, which Lessee may record with the recorder of deeds.

The Agreement shall remain in full force and effect according to its terms, except to the extent expressly modified by this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year first above written.

LESSOR:

CITY OF LINCOLN,
an Illinois municipal corporation

By: _____

Name: _____

Title: _____

LESSEE:

KPH IL22, LLC, a Pennsylvania limited liability
Company

By: _____

Name: _____

Title: _____

After recording return to:
Keystone Power Holdings, LLC
12 Paoli Pike, Suite 5
Paoli, PA 19301

MEMORANDUM OF AMENDMENT TO OPTION AND SOLAR SYSTEM SITE LEASE AGREEMENT

THIS MEMORANDUM OF AMENDMENT TO OPTION AND SOLAR SYSTEM SITE LEASE AGREEMENT (this "Memorandum"), is made, dated and effective as of May 30th, 2025 (the "Effective Date"), between the CITY OF LINCOLN ("Lessor"), and KPH IL22, LLC ("Lessee") with regards to the following:

1. Lessor and Lessee did enter into that certain AMENDMENT TO OPTION AND SOLAR SYSTEM SITE LEASE AGREEMENT dated May 30th, 2025 (the "Amendment"), which amends the OPTION AND SOLAR SYSTEM SITE LEASE AGREEMENT between Lessor and Lessee dated February 27, 2023, applicable to the real property located in Lincoln, IL, a part of the SE ¼ of the SE ¼ of Section 36, T20N, R 3 W, of the 3rd PM, PIN 12-036-070-00.

2. The Amendment amends certain financial and related terms of the Agreement.

3. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Amendment, and Lessor and Lessee have executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Amendment. The terms, conditions and covenants of the Amendment are set forth in the Amendment and are incorporated by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Amendment.

1. This Memorandum shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land.

2. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

LESSOR:

CITY OF LINCOLN,
an Illinois municipal corporation

By: _____

Name: _____

Title: _____

LESSEE:

KPH IL22, LLC, a Pennsylvania limited liability
company

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT OF LESSOR

STATE OF ILLINOIS)
) SS.
COUNTY OF LOGAN)

 Personally came before me this ____ day of _____, 2025,
_____ who executed the foregoing instrument as _____ of **CITY**
OF LINCOLN, and acknowledged the same.

(S E A L)

Name: _____
Notary Public, State of Illinois
My Commission Expires: _____

After recording return to:
Keystone Power Holdings, LLC
12 Paoli Pike, Suite 5
Paoli, PA 19301

MEMORANDUM OF OPTION AND SOLAR SYSTEM SITE LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AND SOLAR SYSTEM SITE LEASE AGREEMENT (this "*Memorandum*"), is made, dated and effective as of May 30, 2025 (the "*Effective Date*"), between the CITY OF LINCOLN ("*Lessor*"), and KPH IL22, LLC ("*Lessee*") with regards to the following:

1. Lessor and Lessee did enter into that certain OPTION AND SOLAR SYSTEM SITE LEASE AGREEMENT dated November 7, 2022 (the "*Agreement*"), applicable to the real property located in Lincoln, IL, a part of the SE ¼ of the SE ¼ of Section 36, T20N, R 3 W, of the 3rd PM, PIN 12-036-070-00.

2. The Amendment amends certain financial and related terms of the Agreement.

3. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Lessor and Lessee have executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement. The terms, conditions and covenants of the Agreement are set forth in the Agreement and are incorporated by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.

1. This Memorandum shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land.

2. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

LESSOR:

CITY OF LINCOLN,
an Illinois municipal corporation

By: _____

Name: _____

Title: _____

LESSEE:

KPH IL22, LLC, a Pennsylvania limited liability
company

By: _____

Name: _____

Title: _____

COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

This community solar subscription agreement (“**Agreement**”) is made and entered into as of the 30th day of May, 2025 (the “**Effective Date**”), by and between, The City of Lincoln Illinois, an Illinois Municipal Corporation (“**Subscriber**”), and KPH IL22, LLC, a Pennsylvania limited liability company (“**Seller**”). Subscriber and Seller are sometimes collectively referred to hereinafter as the “**Parties**” or individually as the “**Party**.”

WHEREAS, the Parties have entered into an agreement by which Subscriber grants an option to Seller for Seller to lease certain property owned by Subscriber for the construction and operation of a solar power project, in accordance with the Illinois Adjustable Block Program, photovoltaic community renewable generation project, community driven community solar category, as set forth in the Illinois Power Agency Act, 20 ILCS 3855/1-75(c)(1)(K) (“**Project**”); and

WHEREAS, if Seller exercises the option and constructs the Project, Subscriber desires to commit to the purchase of a certain portion of the electricity output of the Project, which will produce monetary bill credits that reduce Subscriber’s utility bill (“**Bill Credits**”), and Seller desires to sell the electricity output to Subscriber (“**Subscription**”).

NOW THEREFORE, in exchange for the rights and obligations contained herein, and other good and valuable consideration, the delivery and sufficiency of which are acknowledged, the Parties agree as follows.

1. Sale and Purchase of Electricity; Community Solar Bill Credits. Upon the Project reaching commercial operation, Subscriber agrees to accept and purchase a percentage of the electricity generated by the Project, which will produce Bill Credits from Subscriber’s electricity supplier. Project, Subscriber and subscription information are shown below. The monetary value of the Bill Credits will be based on the monthly kWh of generation attributable to the Subscriber, determined by Subscriber’s share of electricity production from the Project, and the electricity supplier’s price for the kWh that Subscriber purchased from Seller instead of from the electricity supplier (“**Compare Price**”), as further described below and in Section 3.

Project: Lincoln Community Driven Community Solar Project located to the east of the Lincoln Sewer Treatment Plant at or near 150 West Kickapoo St, Lincoln, IL 62656, PIN 1203607000

Subscriber	
Electric service addresses	101 N Chicago Depot Lincoln, LOGAN, IL 62656 103 N Chicago Amtrak Wait Station Electric Lincoln, LOGAN, IL 62656 111 N Hamilton St Lincoln, LOGAN, IL 62656 313 Limit City St Garage Lincoln, LOGAN, IL 62656 710 5th St Police Station Lincoln, LOGAN, IL 62656 810 6th St Police station parking lot Lincoln, LOGAN, IL 62656 700 Broadway St Customer Lighting Lincoln, LOGAN, IL 62656 700 BROADWAY ST, LINCOLN, IL 62656
Electric utility	Ameren Illinois
Electricity supplier	AEP for all but 700 BROADWAY ST, LINCOLN, IL 62656, which is supplied by Ameren. All sites must be on the same electric supplier, so either all need to move to AEP or all to Ameren.
Utility Account #s	6890926018 0245142108

Community Driven Community Solar Anchor Subscriber Agreement

	1486303852 8863073023 8707269017 0081058010 1394167014 6713527612
Phone #	217-732-6318
Email	Mayor Tracy Welch - twelch@lincolnil.gov
Subscription Information	
Subscription size (kW AC)	700 kW AC (20% of output), which may be lowered annually per Section 2 below
Term of Subscription	25 years
Estimated start date	After project final completion, expected late 2025, early 2026
Deposit required	None
Subscription Rate	\$0.04/kWh flat (not increasing for the agreement term)
Frequency of payments	Monthly
Bill format	Electronic Invoice
Compare Price	
Estimated Credit Value (Total Price to Compare)	This rate will vary month to month, but was recently \$0.08967/kWh - for comparison purposes, from January 2025 DS-2 Total Price to Compare. Total Price to Compare means the rate or rates using the methodology employed by the Illinois Commerce Commission to determine and publish the energy supply rate for eligible retail customers, as defined in Section 16-111.5 of the Public Utilities Act, receiving supply service from Ameren Illinois and shall include energy, capacity, transmission, and the purchased energy adjustment. For all Non-Residential Subscribers, Ameren Illinois will apply the rate or rates published by the Illinois Commerce Commission applicable to Rate DS-2 Customers. Rate DS-2 Customers are defined in the Ameren Illinois tariff (https://www.ameren.com/illinois/business/rates/electric-rates).

2. Capacity Requirements and Limitations. The Parties recognize that the City of Lincoln's future energy needs are not certain. On or before 90 days before each anniversary of the Effective Date during the Term of Subscription, the City of Lincoln may elect to reduce its Subscription Size by notifying Seller in writing. Such reduction of Subscription Size will take effect on the next anniversary of the Effective Date and continue at that Subscription Size unless further adjusted downward by the City of Lincoln. For the avoidance of doubt, the Subscription Size will begin at 20% of the Project output, and can only be permanently lowered (and not increased) based on the City of Lincoln's election.

3. Reserved.

4. Billing, Reporting, Payment. Seller will bill Subscriber monthly for Subscriber's subscribed portion of the electricity generated and delivered by the Project at the agreed Subscription Rate. Seller will report monthly to the Subscriber's electric utility the kWh delivered by the Project and attributable to the Subscriber, in accordance with the applicable utility tariff.

Community Driven Community Solar Anchor Subscriber Agreement

Subscriber's electric utility will credit Subscriber for the kWh from the Project, based on the applicable electric utility tariff. Subscriber shall pay each Seller invoice within 30 days of receipt.

5. Authorization to Access Utility Information. Subscriber authorizes Seller, and will provide such authorization to the electric utility and electricity supplier (if not the utility) upon Seller's request, to have access from the electric utility and electricity supplier Subscriber's bills, including information pertaining to community solar credits, including the bill credit rate, total kWh and total monetary credit value applied to the Subscriber's bill.

6. Term. Subscriber agrees to continue to subscribe for, accept delivery of, and pay for the subscribed amount of electricity sold by Seller and delivered from the Project for a minimum period of Twenty Five (25) years, subject to extension upon agreement of the Parties.

7. Interruptions in Electricity Deliveries. In the event of an interruption in the Project's generation and delivery of electricity, Seller shall use reasonable commercial efforts to notify Seller, including the effect on the kWh delivered to Subscriber and the expected length of the interruption. If the Project is out of service for more than three (3) consecutive business days, Seller shall notify Subscriber either by email or telephone, and will provide the estimated duration of the interruption or outage and an estimate of the resulting electricity production. Seller billing to Subscriber will reflect the lower kWh deliveries, if any, from the Project, which will also affect the credit amount from Subscriber's electric utility. Seller shall not be liable in damages or in any other way to Subscriber for such interruptions.

8. Transfer of Subscription. Transfer of Subscription is not allowed without the prior written consent of both parties.

9. Seller Assignment, Transfer. Seller may assign or transfer ownership of the Project, in whole or in part, to one or more other parties, without the consent of Subscriber. Any such assignee or transferee shall take ownership subject to this Agreement. Seller also may collaterally assign this Agreement in connection with financing of the Project.

10. Early Termination. Seller may terminate this Agreement if the Project permanently ceases generating electricity and operating, in which event Seller shall notify Subscriber and, if requested, cooperate in Subscriber's undertaking to have its entire electricity load placed with the electric utility or alternative supplier. Subscriber may not terminate this Agreement.

11. Defaults. If either Party defaults in performing any obligation under this Agreement, the non-defaulting Party shall provide notice of the default, with reasonable detail, in which event the defaulting Party shall have 10 days to cure the default. If the defaulting Party fails to cure the default within the cure period, the nondefaulting Party shall have the remedies provided in this Agreement and under applicable law, including, without limitation, Seller's right to recover from Subscriber any Environmental Attributes actually lost in the event of a Subscriber default.

12. Limitation of Liability; Jury Trial Waiver. EXCEPT FOR SELLER'S REMEDY DESCRIBED IN SECTION 11, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF SELLER AND SUBSCRIBER HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, INDIRECT, CONSEQUENTIAL (INCLUDING LOST PROFITS), INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY

Community Driven Community Solar Anchor Subscriber Agreement

LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.

13. Governing Law; Dispute Resolution. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. Venue for any suit, action or other legal proceeding instituted, arising out of or relating to this Agreement shall be in state court in the county in which the Subscriber is located, or federal court in the federal district applicable to such county. Each Party irrevocably submits to the jurisdiction of such courts, and waives any objection to such venue. The prevailing Party in any such legal proceeding shall be entitled to collect, in addition to any damages and other relief which it may be awarded, such Party's reasonable attorneys' fees and expenses from the other Party.

14. Confidentiality, Privacy. Seller shall maintain in confidence all information pertaining to the terms and conditions of this Agreement, including Subscriber's usage, payment and any personal data. Except as may be necessary to enforce this Agreement, Seller shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others. Notwithstanding the foregoing, Seller may disclose such information to Seller's lenders, attorneys, accountants and other professional advisors solely for use in connection with their representation of Seller regarding this Agreement; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Seller in making such disclosure advises the party receiving the information of the confidentiality of the information.

15. Environmental Attributes. Seller shall be exclusively entitled to apply for, collect, receive, and obtain the benefit of all credits, set-offs, payments or other consideration arising out of the nature of Seller's sale of electricity from the Project, including, without limitation, (i) federal, state and local carbon tax credits and other renewable energy credits, (ii) green pricing programs, green tags, renewable energy credit trading programs, and (iii) environmental credits of any kind or nature, environmental set-offs and similar benefits.

16. No Tax Representations. Seller expressly disclaims any and all representations and warranties concerning the federal and state income tax implications of any utility bill credits provided to Subscriber.

17. Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of "**Force Majeure**" (as defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance as soon as such causes are removed. "Force Majeure" means: (i) fire, earthquake, flood, tornado, pandemic (including, without limitation, Covid 19 or any variant thereof) or other acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; (ii) any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; or (iii) any other act or condition beyond the reasonable control of a Party.

18. No Tax Representations. Seller expressly disclaims any and all representations and warranties concerning the federal and state income tax consequences and implications relating to any Bill Credits provided to Subscriber.

Community Driven Community Solar Anchor Subscriber Agreement

19. Reserved.

20. Contact Information. The contact information for Seller, the Illinois Power Agency and Illinois Commerce Commission are as follows:

KPH IL22, LLC	Illinois Power Agency	Illinois Commerce Commission
12 Paoli Pike, Suite 5, Paoli, PA 19301 484-301-0755 http://www.keystoneph.com	105 West Madison Street, Suite 1401 Chicago, Illinois 60602 312-793-0263 https://ipa.illinois.gov/contact-us.html	Leland Building 527 East Capitol Avenue Springfield, IL 62701 217-782-7434 https://www.icc.illinois.gov/about/contact-us

21. Savings Clause. Certain guidelines that may be applicable to this Agreement have not yet been determined by the Illinois Power Agency. The Parties agree to work in good faith to amend this Agreement to be in compliance with any future guidelines from the Illinois Power Agency.

IN WITNESS WHEREOF, by their signatures shown below, the Parties have agreed to the terms and conditions of this Agreement and thereby intend to be legally bound thereby.

SELLER:

KPH IL22, LLC

By: _____
Name: _____
Title: _____

SUBSCRIBER:

The City of Lincoln, Illinois

By: _____
Name: _____
Title: _____

Community Solar with Illinois Shines

off-site solar serving multiple subscribers



What Is Illinois Shines?

Illinois Shines is a state-administered incentive program to support the development of new solar projects. Community solar developers receive incentive payments through Illinois Shines, which allows them to offer affordable community solar subscriptions to customers.

What Is Community Solar?

Community solar allows participants, also called subscribers, to benefit from solar energy and support renewable energy development without installing panels on their own property.

When you sign up for community solar, you subscribe to a share of a community solar project. You receive dollar credits on your electric utility bill based on how much electricity your share of the community solar project generates. Then you pay a subscription fee to your community solar provider. You can see savings if that subscription fee is less than the bill credits that you use.

Traditional community solar projects in Illinois Shines offer subscriptions to solar projects located anywhere within a customer's utility territory. A new type of community solar project within Illinois Shines is known as "Community-Driven Community Solar" (CDCS). These are community solar projects that provide direct and tangible benefits to the local community. You can ask your community solar provider whether a community solar project is a Traditional or Community-Driven project.

Community solar is not the same as "green" or "renewable" supply offers from an Alternative Retail Electric Supplier (ARES). Signing up for a community solar subscription is not the same as changing your electric supplier, although some community solar providers may require you to choose a specific electricity supply option as a condition of enrollment.

How Do Community Solar Bill Credits Work?

You will receive monetary credits on your electric utility bill based on how much electricity your share of the community solar project generates. Once you subscribe, and the community solar project is operating, it may take a few months before the credits appear on your bill.



You can view an ADA accessible version of this document at www.illinoisshines.com/accessible.



For customers in **Commonwealth Edison (ComEd) territory**, community solar bill credits are applied to your entire electric bill—that is, they can be used to "buy down" all charges on your electric bill. Bill credits roll over month-to-month and only expire if you move out of ComEd territory.

For customers in **Ameren territory**, until November 2023, community solar bill credits are only applied to the supply charges on your electric bill. After November 2023, bill credits will apply to your entire electric bill. Bill credits roll over month-to-month and only expire if you move out of Ameren territory.

When you subscribe to a community solar project, you are making a financial commitment. If possible, compare offers from different community solar providers. Also, make sure to read and understand your entire subscription contract before signing it.

How Much Will My Community Solar Subscription Cost?

Subscriptions will vary by community solar project and Approved Vendor. You are not guaranteed to save money unless your contract includes an explicit savings guarantee. **Read your contract carefully to make sure you know what you will be paying and when.**



Illinois Shines Program Administrator
admin@illinoisshines.com
(877) 783-1820

Illinois Shines is administered by Energy Solutions on behalf of the Illinois Power Agency, an independent state government agency.

Many community solar subscriptions are priced based on the amount of bill credits that the customer receives. That is, the subscription fee may be a set percentage of the bill credits. For example, your community solar charge might be set at 80% or 90% of the value of the bill credits that you receive. The bill credits (which are based on the amount of electricity generated by your share of the solar project) will vary month-to-month, so the subscription charge will also vary.

If your community solar subscription price is set a different way, make sure that you compare the subscription price and any other fees to the amount of bill credits that you expect to receive.

Carefully review your Disclosure Form and contract to understand other applicable fees, including whether there is a fee for early termination of the subscription.

How Is My Subscription Sized?

Most community solar subscriptions are sized so that the subscription's generation in kilowatt-hours (kWh) roughly matches the customer's electric usage in kWh over the course of the year. Your subscription size will be included on your Disclosure Form. If your subscription size is too large, meaning the subscription size of the project you are subscribed to will produce more kWh of electricity than you use in a year, it is possible that you may pay for more bill credits than you are able to use. Keep in mind that the solar project will generate more electricity in the summer than in the winter.

Other Considerations:

Does your subscription require you to authorize the community solar provider to act as your agent with respect to your electric utility account? If so, the community solar provider may pay your utility bills on your behalf and make changes to your utility account.

Does your subscription require you to sign up to receive electricity from a specific electric supplier or utility default service? If so, what rate will you be charged for electricity under that supply option?

Consumer Protection

Your community solar provider is required to provide you with this informational brochure and a standard Disclosure Form, which you must sign before you sign a subscription contract. The Disclosure Form includes information about the Program and consumer rights, contact information for your community solar provider,

and information about costs and savings. Review this form carefully and use it to compare offers from other community solar providers.

Other Illinois Shines consumer protections include:

- You have the right to keep your subscription if you move to a different home or business location in the same utility service territory.
- You also have rights to assign or sell the subscription to another customer within your original utility service territory without having to pay a fee to the subscription provider. Some restrictions apply.
- Illinois Shines sets out requirements for what information and terms must be included in your subscription contract.
- Only Approved Vendors may submit project applications to Illinois Shines; these companies are vetted by the Program Administrator. Your community solar provider may be an Approved Vendor or they may be a Designee who works with customers on behalf of an Approved Vendor. Designees must be registered with Illinois Shines.
- Dedicated Program Administrator staff answer questions and assist customers in resolving complaints.

Complaint Procedures

If you have a problem related to your solar project or the sales process, first try to resolve it with your installer or the Approved Vendor. If you can't agree about how to solve the problem, you may contact the **Illinois Shines Program Administrator** by emailing complaints@illinoisshines.com or by calling 877-783-1820.

If you have been subject to fraudulent or deceptive sales practices, the Illinois Attorney General's Consumer Protection Division may be able to help.

CHICAGO: 800-386-5438 | TTY: 800-964-3013

SPRINGFIELD: 800-243-0618 | TTY: 877-844-5461

CARBONDALE: 800-243-0607 | TTY: 877-675-9339

SPANISH LANGUAGE: 866-310-8398

For more information, go to www.illinoisshines.com

Illinois Solar for All, another incentive program, is available for income-eligible customers and includes savings guarantees. Learn more at www.IllinoisSFA.com.



Illinois Shines Program Administrator
admin@illinoisshines.com
(877) 783-1820

Illinois Shines is administered by Energy Solutions on behalf of the Illinois Power Agency, an independent state government agency.



Illinois Shines Community Solar Disclosure Form

Illinois Shines is a state solar incentive program. Your community solar provider is required to provide you with this Disclosure Form so that you have clear information about the community solar subscription. You can contact the Illinois Shines Program Administrator by emailing complaints@illinoisshines.com or by calling (877) 708-3456. More information about Illinois Shines is available at www.IllinoisShines.com and a guide to understanding your disclosure form is available at <https://illinoisshines.com/consumer-protection/disclosure-form-resources>

Your subscription entitles you to a share of the electricity generated from the community solar project. You will receive monetary credits for this electricity on your utility bill.

Contact Information

Customer Information		Community Solar Provider*	
Name	City Of Lincoln	Legal Name	Keystone Power Holdings, LLC
Address	700 Broadway Street, Lincoln, IL 62656	Marketing Name	KPH IL22, LLC
Phone	217-735-2815	Phone	484-301-0755
Email	twelch@lincoln.il.gov	Email	admin@keystoneph.com
Service utility	AmerenIllinois	Website	www.keystoneph.com
Utility Account#	6713527612	*may be different than project owner/developer	

Project Information

Project name	City of Lincoln CS-2	Approved Vendor	Keystone Power Holdings, LLC
Project location	40.14 Lat -89.37 Lon	Expected Date of Project Operation	01-31-2026
Estimated total size	3,500.00 kW	Refund of any payments made if project is not operating by Jan 31 2026	N/A - no payments until project is operating
Estimated annual production decrease	0.5%		

Subscription Information

Subscription Size <i>(may vary by the greater of 5kW or 25%)</i>	700.00 kW AC	Estimated first year production <i>(production level will decrease over time)</i>	1,551,520.00 kWh
		Guranteed minumum level of production	no guarantee
Term of your subscription	25 years	Estimated start date for bill credits	March 2026

Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
Subscription structure and rate	Payment equal to subscription's monthly electricity production multiplied by \$0.04/kWh
Frequency of payments and start date	Payments are monthly beginning one month after energization
Format of bill	Electronic
Payment details	Autopay not required



Authorization to Manage Your Utility Account and Bill Payment

Be sure to carefully review all agency authorization agreements that your community solar provider requires you to sign.

This community solar offer requires you to authorize the community solar provider to act as your agent with respect to your electric utility account. (Other community solar offers may not require this authorization.) The community solar provider may pay your electric utility bill on your behalf and then bill you for those charges in addition to your community solar subscription costs. Your community solar provider may also require authorization to make other changes to your utility account, including, but not limited to changing your online account log-in credentials and your energy supplier, and may require authorization to accept utility notifications on your behalf.

Early Termination of Subscription

Your community solar subscription will terminate if you move out of your current electric utility's service territory. Advance notice requirements and/or a penalty or fee may apply.

Additional circumstances under which you may terminate your subscription early	Lincoln may reduce the subscription size permanently at least 90 days before each anniversary, down to 0% if desired
Advanced notice for early termination	None
Penalty or fee for early termination	None

Value of Electricity and Savings Estimates

With your community solar subscription, **you will receive monetary credits on your electric utility bill** for the electricity generated by your share of the solar project.

Below are estimates of the bill credits your subscription will generate in the first year and over the term of your subscription (how much less you will pay in electric bills). The form also provides estimated savings in year one and over the subscription term. These estimates are based on the current rate for community solar bill credits for residential customers in your service utility territory.

If you are a non-residential utility customer, your crediting rate may be different. The below estimates are NOT a guarantee; bill crediting rates are subject to change.

For more information on savings estimates, visit <https://illinoisshines.com/cs-disclosure-forms/>

Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
\$128,419.31	-	\$62,060.80	-	\$0.00	=	\$66,358.51
Estimated first year production of electricity from your share of the solar project, multiplied by the bill crediting rate 8.277 cents/kWh		Your estimated payments for the first year is the per kWh subscription price multiplied by the estimated first year production of electricity from your share of the solar project.		Enrollment fee or amount due at contract signing fee		Make sure to also consider any other fees or costs disclosed above

Most community solar subscriptions are sized so that the subscription's generation in kWh roughly matches the customer's electric usage in kWh over the course of the year. If your subscription size is too large, it is possible that you may pay for more bill credits than you can use. Keep in mind that the solar project will generate more electricity in the summer than in the winter.

For more information, visit <https://illinoisshines.com/consumer-protection/disclosure-form-resources>

Additional Information from Community Solar Provider / Approved Vendor

Signature

By signing this disclosure form, you certify that you received and read this form and had the opportunity to ask questions about it.

Printed Name _____

Signature _____

Date _____

LESSOR ESTOPPEL CERTIFICATE

City of Lincoln Community Driven Community Solar

This Lessor Estoppel Certificate (“**Estoppel**”) is made effective as of May 30th, 2025 by the **City of Lincoln**, an Illinois municipal corporation (“**Lessor**”) in favor of **Decorah Bank and Trust Co.** (“**Lender**”).

RECITALS

- A. Pursuant to that certain Option and Solar System Site Lease Agreement dated November 7, 2022 (“**Agreement**”), as evidenced by that by that certain Memorandum of Option and Solar System Site Lease Agreement dated May 30th, 2025 that has been or will be recorded in the public records of Logan County, Illinois, which Agreement was amended by that certain Amendment to Option and Solar System Site Lease Agreement dated May 30th, 2025 (“**Amendment**”), as evidenced by that by that certain Memorandum of Amendment to Option and Solar System Site Lease Agreement dated May 30th, 2025 that has been or will be recorded in the public records of Logan County, Illinois (as it may be further amended, restated, supplemented or otherwise modified and in effect from time to time, collectively the “**Lease**”), Lessor leased to KPH IL22, LLC (“**Lessee**”) the Premises (as defined below). A copy of the Agreement and Amendment are together attached hereto as Exhibit A, and are incorporated herein;
- B. Lessor is the sole owner of fee simple, marketable title to the property subject to the Lease (the “**Property**”). The portion of the Property leased to Lessee is further defined in the Lease (the “**Premises**”).
- C. Lender has agreed to make certain loans with respect to Lessee (the “**Transaction**”) secured by, among other things, Lessee’s leasehold interest in the Premises; and
- D. As a condition to Lender entering into the Transaction, Lender has requested that Lessor provide acknowledgement and covenants as set forth herein.

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound, Lessor hereby certifies, represents and warrants to and for the benefit of Lender, that:

1. Lessor is the current Lessor under the Lease and Lessee is the current Lessee under the Lease.
2. The Lease is in full force and effect and is the valid and binding obligation of Lessor. The Lease has not been modified, supplemented, amended (other than as set forth above), or cancelled.
3. The Lease constitutes the entire agreement between Lessor and Lessee with respect to the Premises. To Lessor’s knowledge, Lessee has not sublet any portion of the Premises.

4. The initial term of the Lease shall be for a construction term of up to one (1) year and an initial operations term of 25 years from, beginning from the date of the notice of exercise of option from Lessee to Lessor, but not later than June 1, 2025, the "Commencement Date", and Lessee shall have three (3) successive renewal options for a period of five (5) years each.
5. Except for the Lease, Lessor has not assigned, conveyed, transferred, leased, encumbered or mortgaged its interest in the Lease or the Premises and there are no encumbrances on Lessor's interest in any of the foregoing, including without limitation, any written or oral agricultural or hunting rights granted to third parties.
6. All Rent due by Lessee has been paid, and no amounts are currently owed by Lessee to Lessor under the Lease.
7. Neither Lessor nor Lessee is in default pursuant to the Lease and no notice of default pursuant to the Lease has been sent or served by Lessor or Lessee. Lessor does not know of any event or condition which, but for the giving of notice or the passing of time, or both, would constitute a default of either party pursuant to the Lease.
8. There is not pending any action, lawsuit, proceeding, inquiry or investigation against or affecting Lessor or the Premises which would have any effect on Lessee's tenancy or the Lease.
9. No actions, whether voluntary or involuntary, are pending or threatened against, or contemplated by, Lessor under any bankruptcy, insolvency or similar laws of the United States or any state thereof.
10. Lessor has not caused any construction, repairs, alterations, or improvements to be made to the Premises nor has Lessor ordered any materials for the Premises within the past 120 days.
11. Lessor agrees to provide notice to Lender in the event of any breach by Lessee of the Lease, or any other event that may result in termination of the Lease, in order to allow Lender to cure such breach. Lender may, but shall not be obligated to, cure such breach within the later of (i) 30 days from the date of such notice, and (ii) the period provided for such cure in the Lease. No termination of the Lease will be effective unless Lessor has provided notice and the opportunity to cure to Lender in accordance with this section and the applicable provisions of the Lease.
12. Any notice provided to Lender will be in writing and made to Lender by hand delivery, overnight delivery via nationally recognized overnight delivery service, or registered or certified United States mail with return receipt and shall be deemed to have been given or made when delivered or, if sent via United States mail, when receipt signed by the receiver, postage prepaid, addressed to Lender at its address specified below (or at any other address either Party may hereafter specify in writing):

To Lender

Decorah Bank and Trust Co
202 East Water Street
P.O. Box 380
Decorah, Iowa 52101
Attention: Mike Ludeking
E-mail: MLudeking@Decorah.Bank

13. Lessor acknowledges that Lender is relying on the representations and warranties made herein in making the Transaction.
14. Lessor agrees that no future amendment, restatement, supplement or other modification of the Lease shall be effective without the prior written consent of Lender.
15. Lessor acknowledges and consents to the Transaction, and further acknowledges that the Transaction does not violate the terms of the Lease and shall not constitute a default thereunder. The undersigned understands that the information contained in this Estoppel is being relied upon by the Lender in entering into the Loan and consummating the transactions contemplated thereby.

[Signature on Following Page]

This Estoppel is executed by Lessor as of the date first written above and is made for the benefit of and may be relied upon by Lender and its successors and assigns.

LESSOR

BY: _____

Name : _____

Its: _____

Exhibit A

Lease

[See attached]

ORDINANCE NO.
AN ORDINANCE CREATING 2-2
OF THE LINCOLN CITY CODE

THIS ORDINANCE is made and adopted by the CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, at a regular meeting held in the City Council Chambers in said City on the ____ day of _____, 2025, WITNESSETH:

WHEREAS, the CITY OF LINCOLN is a municipal corporation located in Logan County, Illinois; and

WHEREAS, the CITY OF LINCOLN previously removed the Civil Service Commission and Reserved it (2-2) of the Lincoln City Code for future use; and

WHEREAS, it is in the best interest of the Citizens of Lincoln that the elected officials are held to a higher standard of conduct as is expected for an individual elected to represent your interests; and

WHEREAS, the CITY COUNCIL of the CITY OF LINCOLN now desires to create Ethics Commission separate and apart from the Ethics Commission under 1-19 of the Lincoln City Code; and

NOW, THEREFORE, IT IS HEREBY ORDAINED by the CITY COUNCIL OF THE CITY OF LINCOLN, as follows:

1. That Title 1 Chapter 2 Lincoln City Code is hereby created titled 'Municipal Ethics Commission'. (See Exhibit A).
2. Effective Date. That this Ordinance is effective immediately upon its passage.

The vote on the adoption of this Ordinance was as follows:

Alderman Parrott	_____	Alderwoman McClallen	_____
Alderman Clemmons	_____	Alderman Bateman	_____
Alderwoman O'Donoghue	_____	Alderman Anderson	_____
Alderman Downs	_____	Alderman Sanders	_____

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Passed and approved this ____ day of _____, 2025.

CITY OF LINCOLN,

BY: _____

Tracy Welch, Mayor
City of Lincoln, Logan County, Illinois

ATTEST: _____ (SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

EXHIBIT A

§ 2-2-1 Purpose.

The Municipal Ethics Commission is formulated in order to ensure that the elected officials of the City of Lincoln are conducting themselves in a professional, respectful, and with integrity as is expected of an elected official. This Code of Conduct is for members of the Lincoln City Council, elected officials, and of the City's boards, committees and commissions ("Members") to ensure public confidence in the integrity of local government and its effective, open, and fair operation. In addition, it is to apply the idea that what any one member does has an impact on the effectiveness and actions of the whole in both positive and negative ways.

-This Municipal Ethics Commission is separate and apart from the Ethics Commission outlined in 1-19-15 of the Lincoln City Code which exclusively handles violations of the State Officials and Employees Ethics Act.

§ 2-2-2 Membership; Term.

The Municipal Ethics Commission shall consist of three (3) or more members who will meet on an as needed basis. The membership shall consist of two elected officials along with at least one member of the public. No person shall be appointed as a commission member who is related by blood or by marriage, up to the degree of a first cousin, to any elected official or City of Lincoln employee.

§ 2-2-3 Powers And Duties.

Said Municipal Ethics Commission shall have the following powers and duties:

- (A)** Prepare and recommend to the City Council a Code of Conduct. Such Code of Conduct after its adoption by the Council shall be what the Ethics Commission utilizes when investigating code of conduct violations. The Ethics Commission will recommend amendments to the Code of Conduct on an as needed basis.
- (B)** When the City of Lincoln receives a either a written notarized complaint from a citizen or is requested by the Mayor the Municipal Ethics Commission is tasked with investigating, conducting hearings and deliberations, and issuing recommendations for disciplinary actions.

§ 2-2-4 Code of Conduct

(A) Act in the Public Interest

Recognizing that stewardship of the public interest must be their primary concern, Members will work for the common good of the people of Lincoln and not for any

private or personal interest and they will ensure fair and equal treatment to all persons, claims and transactions coming before the Lincoln City Council, boards, committees and commissions.

(B) Comply with the Law

Members shall comply with the laws of the nation, the State of Illinois and the City of Lincoln in the performance of their public duties. These laws include, but are not limited to: The United States and Illinois Constitutions; the Lincoln City Charter and Municipal Code; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government; and City policies and procedures.

(C) Conduct of Members

The professional and personal conduct of Members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from rudeness, disrespectful comments, insults, name-calling, abusive conduct, personal charges or verbal attacks upon the character or motives of other Members of Council, boards, committees and commissions, the staff or public.

(D) Respect for Process

Members shall perform their duties in accordance with the processes and rules of order as established by the City Council, board, committees and commissions governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City Staff. In addition, it shall also be recognized that all inquiries or requests from Members to City Staff shall go through the Department Head's office in order to keep the proper flow of information.

(E) Conduct of Public Meetings

Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings. Everyone should feel safe in expressing their opinions, views, and concerns. Clapping, shouting, and booing during meetings are discouraged; except, when invited by the Chair.

(F) Conflict of Interest

In order to ensure their independence and impartiality on behalf of the common good, Members shall not use their official positions to influence governmental decisions in which they have a material financial interest, or where they have an organizational responsibility or personal relationship, which may give the appearance of a conflict of interest. Members shall disclose conflicts with

investments, interest in real property, sources of income, and gifts without being required to disclose the value of said conflicts; and they shall abstain from participating in deliberations and decision-making where conflicts may exist.

(G) Policy Role of Members

Members shall respect and adhere to the system of government (Aldermatic Committee of the Whole System) adopted by the City of Lincoln. In this system, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards, committees, commissions, and City staff.

(H) Independence of Boards, Committees and Commissions

Because of the value of the independent advice of boards, committees, and commissions to the public decision-making process, Members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of board, committee, commission, and staff deliberation proceedings.

(I) Positive Work Place Environment

Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealing with City employees and in no way create the perception of inappropriate direction to staff.

§ 2-2-5 Compliance and Enforcement

Lincoln City Code of Conduct is intended to be self-enforcing. It therefore becomes most effective when Members are thoroughly familiar with it and embrace its provisions. The Lincoln City Code of Conduct expresses standards for ethical conduct expected of Members of the Lincoln City Council, elected officials, boards, committees, and commissions. Members themselves have the primary responsibility to ensure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The Mayor has the responsibility to intervene when actions of Members appear to be in violation of the Code of Conduct are witnessed or brought to his/her attention via written notarized complaint. The Municipal Ethics Commission will conduct their investigation and make their report/recommendation to the City Council. The City Council by majority vote may impose sanctions on Members whose conduct does not comply with the City's ethical standards. Sanctions may include:

- Official verbal reprimand in an open meeting;
- Formal public letter of censure by Mayor and/or majority of the City Council
- Loss of committee assignment(s);
- Other courses of action as they are made available by state statute and legal means and agreed upon by a majority of the Lincoln City Council.