

**KENDALL COUNTY BOARD AGENDA
SPECIAL MEETING**

**Kendall County Office Building, Rooms 209 & 210, Yorkville IL 60560
Thursday, December 30, 2021 at 4:00 p.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Agenda
5. Special Recognition
6. Public Comment
7. Consent Agenda
 - A. Approval of County Board Minutes from November 16, 2021
 - B. Standing Committee Minutes Approval
 - C. Approval of the State's Attorney Appellate Prosecutor Resolution for Fiscal Year 2022 (December 1, 2021 to November 30, 2022) and authorization of payment for services in the amount not to exceed \$36,000.00
 - D. Authorize to purchase portable radios in an amount not to exceed \$42,253.14
 - E. Annual Certification of IPRA-Dresden (Illinois Plan for Radiological Accidents)
 - F. Approve Ordinance Decreasing County Law Library Fund Fees and Amending the Circuit Clerk Fees Schedule in Accordance Therewith
8. Old Business
 - A. Approval of Illinois Opioid Allocation Agreement with the Illinois Attorney General
 - B. Approval of Opioid Back Stop Agreement with Meyers & Flowers and Simmons Hanly Conroy
 - C. Approval of Settlement Participation Form for the multi-state opioid settlement with Johnson & Johnson (Janssen)
 - D. Approval of Settlement Participation Form for the multi-state opioid distributor settlement with McKesson, Cardinal Health, and Amerisource Bergen
9. New Business
10. Standing Committee Reports
 - A. Highway
 1. Approve Resolution approving low bidders from the December 3, 2021 bid opening.
 2. Approve Resolution for Maintenance Under the Illinois Highway Code appropriating \$400,000 for the purchase of bulk rock salt and general maintenance of highways
 3. Approve Phase III Engineering Services Agreement with Hutchison Engineering, Inc. in the amount of \$176,547 for the intersection of Ridge Road and U.S. Route 52; said funds to be taken from the Transportation Sales Tax Fund
 4. Approve Phase I and II Preliminary Engineering Services Agreement with Hutchison Engineering, Inc. in an amount not to exceed \$323,400 for replacement of bridge structure 047-3011 on Ridge Road south of U.S. Route 52; said funds to be taken from the Transportation Sales Tax Fund
11. Special Committee Reports
12. Other Business
13. Chairman's Report
14. Public Comment
15. Questions from the Press
16. Executive Session
17. Adjournment

If special accommodations or arrangements are needed to attend this County meeting,
please contact the Administration Office at 630-553-4171, a minimum 24-hours prior to the meeting time.

**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
November 16, 2021**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building 111 W Fox St, in the City of Yorkville on Tuesday, November 16, 2021 at 9:00 a.m. The Clerk called the roll. Members present: Amy Cesich, Elizabeth Flowers, Scott Gengler, Judy Gilmour, Matt Kellogg, Dan Koukol, Ruben Rodriguez and Robyn Vickers. Members absent: Brian DeBolt and Scott Gryder.

The Clerk reported to the Chairman that a quorum was present to conduct business.

THE AGENDA

Member Gengler moved to approve the agenda removing Planning Building and Zoning item 3. Member Rodriguez seconded the motion. Vice Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. Motion carried.

SPECIAL RECOGNITION

Sheriff of the Year

Sheriff Baird was recognized for being award the Sheriff of the Year in Illinois.

Food Pantry Month

Member Gengler moved to approve the resolution declaring December as Kendall County Food Pantry Awareness Month. Member Rodriguez seconded the motion. Vice Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. Motion carried.

A complete copy of Resolution 21-42 is available in the Office of the County Clerk.

Operation Green Light

Member Rodriguez moved to approve a resolution supporting Operation Green Light for active military service members in transition to civilian life. Member Gengler seconded the motion. Vice Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. Motion carried.

A complete copy of Resolution 21-43 is available in the Office of the County Clerk.

CONSENT AGENDA

Member Cesich moved to approve the consent agenda of **A)** county board minutes from October 19, 2021; **B)** standing committee minutes; **C)** claims in an amount not to exceed \$3,491,732.79; **D)** 2021 Noxious Weed Annual Report; **E)** Food Protection Ordinance; **F)** Public Health Nuisance Ordinance; **G)** Onsite Wastewater Treatment System Ordinance; and **H)** Contract with LIT Communities for rural county boardband study not to exceed \$126,023. Member Gilmour seconded the motion. Vice Chairman Kellogg asked for a roll vote on the motion. All members present voting aye. Motion carried.

C) COMBINED CLAIMS: ADMIN \$422.98; ANML CNTRL WRDN \$2,083.78; BEHAV HLTH \$4,427.91; CIR CT CLK \$96,023.09; CIR CRT JDG \$6,680.10; COMB CRT SVS \$429.82; COMM ACTN SVS \$163,079.43; CONT SRVS \$33,761.09; CORONR \$1,776.68; CORR \$920.08; CO ADMIN \$144.46; CNTY BRD \$265,561.29; CNTY CLK \$8,253.46; HIGHWAY \$756,099.51; TREASR \$1,483,117.62; ELECTION \$40,238.14; EMA \$1,191.68; EMPLY HLTH INS \$3,517.00; ENVIRO HLTH \$1,714.72; FCLT MGMT \$55,592.81; GIS \$1,770.69; JURY \$465.35; MERIT \$8,276.20; PBZ \$1,311.32; PRSD JDGE \$3,840.60; PROB SVS \$14,685.05; PRGM SUPP \$44.02; PUB DEF \$2,059.00; ROE \$396.24; SHRF \$99,732.33; ST ATTY \$5,385.92; TECH \$16,458.93; TREASR \$2,186.16; UTIL \$15,191362; VET \$1,245.79; FP \$23,440.31; SHF \$19,446.80; SHF \$40,087.81; ARPA \$120,123.00; CIVIL \$187,000.00

E) A complete copy of Ordinance 21-26 is available in the Office of the County Clerk.

F) A complete copy of Ordinance 21-27 is available in the Office of the County Clerk.

G) A complete copy of Ordinance 21-28 is available in the Office of the County Clerk.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Sheriff Baird informed the Board that they passed the annual jail inspection.

County Clerk

Revenue Report		10/1/21-10/31/21	10/1/20-10/31/20	10/1/19-10/31/19
Line Item	Fund	Revenue	Revenue	Revenue
CLKFEE	County Clerk Fees	\$1,230.00	\$1,358.50	\$984.00
MARFEE	County Clerk Fees - Marriage License	\$1,710.00	\$2,160.00	\$1,560.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$30.00	\$70.00	
CRTCOP	County Clerk Fees - Certified Copy	\$2,332.00	\$2,060.00	
NOTARY	County Clerk Fees - Notary	\$315.00	\$440.00	
MISINC	County Clerk Fees - Misc	\$79.00	\$3,384.20	\$3,075.00
	County Clerk Fees - Misc Total	\$5,696.00	\$9,472.70	\$5,619.00
RECFEE	County Clerk Fees - Recording	\$42,164.00	\$45,861.00	\$33,694.00
	Total County Clerk Fees	\$47,860.00	\$55,333.70	\$39,313.00
CTYREV	County Revenue	\$58,548.75	\$50,535.75	\$33,311.50
DCSTOR	Doc Storage	\$24,832.00	\$26,882.50	\$19,596.00
GISMAP	GIS Mapping	\$78,662.00	\$85,080.00	\$33,085.00
GISRCD	GIS Recording	\$5,244.00	\$5,672.00	\$4,139.00
INTRST	Interest	\$30.16	\$31.60	\$21.12
RECMIS	Recorder's Misc	\$5,374.50	\$587.00	\$3,742.25
RHSP	RHSP/Housing Surcharge	\$22,140.00	\$24,453.00	\$17,712.00
TAXCRT	Tax Certificate Fee	\$640.00	\$720.00	\$1,000.00
TAXFEE	Tax Sale Fees	\$45.00	\$45.00	\$15.00
PSTFEE	Postage Fees			\$ -
CK # 19323	To KC Treasurer	\$243,376.41	\$249,340.55	\$151,934.87

Treasurer

Office of Jill Ferko
 Kendall County Treasurer & Collector
 111 W. Fox Street Yorkville, IL 60560

Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
 FOR ELEVEN MONTHS ENDED 10/31/2021

<u>REVENUES*</u>	Annual <u>Budget</u>	2021 YTD <u>Actual</u>	2021 YTD% <u>%</u>	2020 YTD <u>Actual</u>	2020 YTD <u>%</u>
Personal Property Repl. Tax	\$390,000	\$644,124	165.16%	\$390,794	100.20%
State Income Tax	\$2,300,000	\$2,915,349	126.75%	\$2,533,834	110.17%
Local Use Tax	\$900,000	\$775,588	86.18%	\$913,294	130.47%

State Sales Tax	\$530,000	\$515,182	97.20%	\$482,690	87.76%
County Clerk Fees	\$325,000	\$502,309	154.56%	\$419,776	129.16%
Circuit Clerk Fees	\$1,220,000	\$1,081,808	88.67%	\$976,001	72.30%
Fines & Foreits/St Atty.	\$275,000	\$236,166	85.88%	\$250,646	83.55%
Building and Zoning	\$68,000	\$132,522	194.89%	\$104,097	153.08%
Interest Income	\$100,000	\$23,198	23.20%	\$142,165	71.08%
Health Insurance - Empl. Ded.	\$1,467,439	\$1,217,158	82.94%	\$1,142,375	90.19%
1/4 Cent Sales Tax	\$3,075,000	\$2,959,012	96.23%	\$2,835,262	91.31%
County Real Estate Transf Tax	\$450,000	\$582,499	129.44%	\$456,024	107.30%
Federal Inmate Revenue	\$2,044,000	\$1,371,200	67.08%	\$2,050,720	100.33%
Sheriff Fees	\$140,000	\$73,409	52.43%	\$72,405	42.59%
TOTALS	\$13,284,439	\$13,029,523	98.08%	\$12,770,081	96.79%
Public Safety Sales Tax	\$5,250,000	\$5,162,606	98.34%	\$4,879,159	91.64%
Transportation Sales Tax	\$5,250,000	\$5,162,606	98.34%	\$4,879,159	81.32%

Clerk of the Court

Circuit Clerk Matthew Prochaska reviewed the October 2021 report and spoke about evictions. They are waiting for the final draft of the Manual on Recordkeeping.

Coroner

Coroner Jacquie Purcell reviewed the personnel/office activity for October and stated that the drug take back program brought in 500lbs. The Coroner's office presented case trends to the board since 2011.

Health Department

Steve Curatti reported that the first 5 – 11-year-old vaccinations took place last week. Mr. Curatti spoke about the clinics and vaccinations.

Supervisor of Assessments

Supervisor of Assessments Andy Nicoletti stated that they have 95 Board of Review filings.

STANDING COMMITTEE REPORTS

Admin HR

Co Board 11/16/2021

Property, Liability and Workers Compensation Insurance

Member Gilmour moved to approve the property, liability, and workers compensation insurance with ICRMT for Fiscal Year 2022 in an amount of \$696,707. Member Cesich seconded the motion. Vice Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Cyber Liability Insurance

Member Koukol moved to approve the cyber liability insurance with BCS for Fiscal Year 2022 in an amount of \$16,524. Member Gilmour seconded the motion. Vice Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Kennel Technician

Member Gengler moved to approve the Kennel Technician job description. Member Rodriguez seconded the motion. Vice Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Part-Time Office Assistant

Member Vickers moved to approve the part-time Office Assistant job description. Member Cesich seconded the motion. Vice Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Highway

Low Bid

Member Cesich moved to approve the low bid from Grainco FS, Inc. in the amount of \$97,280; including 15,000 gallons of unleaded gas at \$2.648/gallon and 20,000 gallons of diesel fuel at \$2.878/gallon. Member Gengler seconded the motion. Vice Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Traffic Signal

Member Cesich moved to approve an Intergovernmental Agreement between Kendall County, the Village of Minooka, and the Township of Seward Road District relating to the installation of traffic signal lights at Ridge Road and Holt Road Section 21-00163-00-TL Roads. Member Koukol seconded the motion. Vice Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 21-27 is available in the Office of the County Clerk.

Long Range Plan

Member Cesich moved to approve the Kendall County Long Range Transportation Plan. Member Gengler seconded the motion. Vice Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Planning, Building & Zoning

Petition 21-32

Member Gengler moved to approve Petition 21-32 Request from Gilbert L. Niznik on Behalf of the Gilbert L. Niznik Revocable Trust Dated September 15, 2017 and Michael and Eryn Ruffatto for a Map Amendment Rezoning the Parcel East and South of 800 Route 126 in Na-Au-Say Township (PIN: 06-13-101-011) from A-1 Agricultural District to R-1 One Family Residential District. Member Koukol seconded the motion. Vice Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 21-29 is available in the Office of the County Clerk.

Petition 21-36

Member Gengler moved to approve Petition 21-36 Request from Brenda and Gary Zeiter and Devan and Brady Woolverton for a Special Use Permit for a Landscaping Business at 3549 and 3527 Bell Road (PIN: 09-21-100-009) in Seward Township; Property is Zoned A-1 Agricultural. Member Flowers seconded the motion. Vice Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 21-30 is available in the Office of the County Clerk.

Finance

Chapel on the Green

Member Rodriguez moved to approve an agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Chapel on the Green in the amount of \$6,317. Member Vickers seconded the motion. Vice Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Hope Pantry, NFP

Member Rodriguez moved to approve an agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Hope Pantry NFP in the amount of \$4,098.22. Member Cesich seconded the motion. Vice Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

CASA Kendall County

Member Vickers moved to approve an agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with CASA Kendall County in the amount of \$25,000. Member Cesich seconded the motion. Vice Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye except Gengler who voted present. **Motion carried.**

Yorkville Music Boosters

Member Cesich moved to approve an agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Yorkville Music Boosters in the amount of \$4,046. Member Cesich seconded the motion. Vice Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye except Gengler who voted present. **Motion carried.**

Chairman's Report

Reapportionment Plan

County Administrator Scott Koepfel stated that the information the county has received shows that the County Board Districts are more equal, the intent is to leave the county board line where it is currently. A public hearing will be held on November 29, 2021.

Member Koukol moved to approve the appointment(s). Member Cesich seconded the motion. Vice Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Appointments

Gary Bennett – Raymond Drainage District – 3-year term – Expires November 2024

Dan Nagle – Rob Roy Drainage District – 3-year term – Expires November 2024

ADJOURNMENT

Member Vickers moved to adjourn the County Board Meeting until the next scheduled meeting. Member Rodriguez seconded the motion. Vice Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Approved and submitted this 18th day of November, 2021.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

COUNTY OF KENDALL, ILLINOIS
PUBLIC HEARING FOR A PUBLIC TRANSPORTATION CAPITAL
ASSISTANCE GRANT APPLICATION FOR KENDALL AREA TRANSIT

Minutes for Tuesday, December 7, 2021

Chairman Gryder led the committee in the pledge of Allegiance to the American Flag, and then opened the Kendall County Public Hearing for a Public Transportation Capital Assistance Grant Application for a new multi-use facility for Kendall Area Transit agreement between Kendall County and Illinois Department of Transportation at 6:00p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Scott Gryder	Here		
Matt Kellogg	Here		
Amy Cesich	Present		
Brian DeBolt	Here		
Elizabeth Flowers	Present		
Scott Gengler	Here		
Judy Gilmour	Here		
Dan Koukol	Here		
Ruben Rodriguez	Here		
Robyn Vickers	Absent		

Others Present: ASA Leslie Johnson, County Administrator Scott Koepfel

Approval of Agenda – Member DeBolt made a motion to approve the agenda, second by Member Cesich. **With nine members present voting aye, the motion carried by a vote of 9-0.**

Items of Business for the Public Hearing

Project Description:

- New multi-use facility, to be shared by an intergovernmental agreement budgeted for \$12,000,000.00. - Chairman Gryder explained the purpose of the hearing is for a Public Transportation Capital Assistance Grant Application in the amount of \$12,000,000 through the Rebuild Illinois program for the construction of a new multi-use transit facility for Kendall Area Transit (K.A.T.). Chairman Gryder stated that the agreement would be between Kendall County and the Illinois Department of Transportation (IDOT).

Mr. Koeppel stated that as Kendall Area Transit grows, staff and County Administration recognize the space requirements of the program and its 17 vehicles are expanding beyond current capacity. The grant will offer KAT options for planning and eventual construction of a transit-focused facility that will accommodate several needs operational requirements which include room for staffing, dispatch, and maintenance and vehicle storage.

Chairman Gryder closed the Public Hearing at 6:03p.m.

Public Comment – None

Adjournment - Member Gengler made a motion to adjourn, second by Member Koukol. **With nine members present voting aye, and the motion carrying by a vote of 9-0, the hearing was adjourned at 6:04p.m.**

Respectfully submitted,

Valarie McClain
Administrative Assistant/Recording Secretary

HIGHWAY COMMITTEE MINUTES

DATE: December 14, 2021
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Scott Gryder, Amy Cesich, Matt Kellogg, Brian DeBolt & Scott Gengler
STAFF PRESENT: Michele Riley and Francis Klaas
ALSO PRESENT: PJ Fitzpatrick

The committee meeting convened at 3:30 P.M. with roll call of committee members. All members present. Quorum established.

Motion DeBolt; second Cesich, to approve the agenda as presented. Motion approved unanimously.

Motion Cesich; second Gengler, to approve the Highway Committee meeting minutes from November 9, 2021. Motion approved unanimously.

Klaas presented a summary of bid results from a bid opening on December 3, 2021. There were 5 different projects, the biggest being the intersection reconstruction at Ridge Road and U.S. Route 52. This project is being paid 50/50 by the County and IDOT. Other projects included a drainage improvement in City of Lisbon, a drainage improvement in the Village of Plattville, new traffic signals at the Ridge – Holt intersection, and a new traffic signal mast arm pole at the intersection of Orchard – Caterpillar. The traffic signal pole was struck by a car and damaged beyond repair. Klaas expected that the driver's insurance will cover the cost of replacement of the pole. He also noted that most of the bids on these projects were over the estimate, indicating that prices for road construction appear to be on the rise. Motion Cesich; second Kellogg to recommend approval of a resolution approving the low bidders for these 5 projects. Considering D Construction was low bidder on 3 of the projects, DeBolt asked if County Highway had any issues with this contractor. Klaas indicated that D Construction has worked well with his department, and they had no major issues with them at all. Gengler asked if D Construction typically asks for lots of change orders. Klaas said they probably have the fewest change orders of the contractors that he typically works with. By roll call vote, motion approved unanimously.

Motion Cesich; second DeBolt to recommend approval of a Resolution for Maintenance Under the Illinois Highway Code appropriating \$400,000 for the purchase of bulk rock salt and general maintenance of highways. Klaas described this as a motor fuel tax resolution to provide for the purchase of road salt and for other general maintenance of highways, such as seal coating and crack filling. Salt costs will be about \$200,000 to \$250,000, and the rest will be for general maintenance. Cesich asked if these were costs just for this year. Klaas stated that it was just for the 2022 year, and any unspent funds would go back to the unobligated side of the motor fuel tax fund. By roll call vote, motion approved unanimously.

Motion Cesich; second Gengler to approve a Phase III Engineering Services Agreement with Hutchison Engineering, Inc. in the amount of \$176,547 for the intersection of Ridge Road and U.S. Route 52; said funds to be taken from the Transportation Sales Tax Fund. Klaas indicated that, because there is State and/or Federal monies in the IDOT portion of the project, the

construction documentation gets extremely complicated, and his department would not be able to do it. The good news is that IDOT will reimburse the County for engineering costs on this project; and that reimbursement should cover the lion's share of the Phase III costs. Gengler asked how many engineering phases there are in a project. Klaas described how Phase 1 and 2 are considered preliminary engineering, and occur before a project goes to bid. Phase 3 is also known as construction management or construction inspection, and occurs while the project is being built. By roll call vote, motion approved unanimously.

Motion DeBolt; second Cesich to recommend approval of a Phase I and II Preliminary Engineering Services Agreement with Hutchison Engineering, Inc. in an amount not to exceed \$323,400 for replacement of bridge structure 047-3011 on Ridge Road south of U.S. Route 52; said funds to be taken from the Transportation Sales Tax Fund. Gryder asked why this is called structure 047-3011. Klaas stated that all bridges in Kendall County start with the number 047; it is a county identifier. The last 4 numbers simply identify the specific structure, and typically are assigned in ascending order as the structures are built. DeBolt asked how long the project would take to build. Klaas indicated that he thought it would take just 1 year. He added that he is recommending Hutchison Engineering, because they have completed other nearby projects on Ridge Road, and there would perhaps be some efficiencies. He also said that this is a much bigger number for engineering than originally planned, but that is because the County is now looking at this project in the context of a major 4-lane improvement. So instead of a simple, single-span, 2-lane bridge replacement, this will now be a 4 or 5 lane structure with staged traffic construction to accommodate the large traffic numbers on this corridor. The project will then dovetail into a 4-lane roadway improvement on each end of the structure. DeBolt had concerns about the method of construction, how it would be staged, and the final alignment. Klaas indicated that there were multiple alternatives for construction, and those alternatives would be evaluated as part of the Phase 1 Engineering. By roll call vote, motion approved unanimously.

Under Chairman's Report, Gryder noticed that Oswego Township was using their street sweeper to clean Orchard Road. He wondered if they contract with Kendall County. Klaas stated that the County and the Township trade services. Oswego Township gets \$1,000-per-day-credit for sweeping, which is used to offset the engineering cost that the County charges them for preparing township road improvement contracts. The arrangement works out well for both agencies. Gryder noted that Ashley Road at Ill. Rte. 126 was an area of recent road construction that has not yet received necessary pavement markings. Klaas thought that this was probably a result of paint shortages, which the County has experienced on some of their road projects. Gryder also reintroduced PJ Fitzpatrick, who now works for HR Green. PJ had previously worked for WBK Engineering, and was instrumental in the Phase 1 Engineering for the Collins Road Extension project.

Under other business, DeBolt asked about the progress on the Eldamain Road Bridge. Klaas stated that all the substructure concrete has been completed; but they are still setting structural steel. If the weather doesn't get too extreme, they will continue to work on the steel until it is finished... which is expected in February 2022.

DeBolt also discussed some of the issues with accidents on Millington Road. He indicated that some of the residents in the area were very appreciative of the blinking stop signs at Rogers Road intersection. He also had received compliments about the same signs installed at Route 47 & Walker Road.

Gengler asked when the Eldamain Road project will be finished and opened to traffic. Klaas believes that the project will be open 1 year from now – December of 2022.

Motion Kellogg; second DeBolt, to forward Highway Department bills for the month of December in the amount of \$112,984.79 to the Finance Committee for approval. By roll call vote, motion approved unanimously.

Motion Cesich; second Gengler, to adjourn the meeting at 3:55 P.M. Motion carried unanimously.

Respectfully submitted,



Francis C. Klaas, P.E.
Kendall County Engineer

Action Items

1. Resolution approving low bidders from the December 3, 2021 bid opening.
2. Resolution for Maintenance Under the Illinois Highway Code appropriating \$400,000 for the purchase of bulk rock salt and general maintenance of highways
3. Phase III Engineering Services Agreement with Hutchison Engineering, Inc. in the amount of \$176,547 for the intersection of Ridge Road and U.S. Route 52; said funds to be taken from the Transportation Sales Tax Fund
4. Phase I and II Preliminary Engineering Services Agreement with Hutchison Engineering, Inc. in an amount not to exceed \$323,400 for replacement of bridge structure 047-3011 on Ridge Road south of U.S. Route 52; said funds to be taken from the Transportation Sales Tax Fund

RESOLUTION

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from the respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board, in regular session, this 21 day of December 2021 does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of this County in the appeal of all cases when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney, prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act, and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that if the Office of the State's Attorneys Appellate Prosecutor is duly appointed to act as a Special Prosecutor in this County by a court having jurisdiction, this County will provide reasonable and necessary clerical and administrative support and victim-witness coordination on an as-needed basis and will also cover all reasonable and necessary case expenses such as expert witness fees, transcripts, evidence presentation, documents, lodgings, and all other expenses directly related to the prosecution of the case.

BE IT FURTHER RESOLVED that the Kendall County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor, commencing December 1, 2021 and ending November 30, 2022, by hereby appropriating the sum of \$36,000.00 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the stated twelve month period.

Passed and adopted by the County Board of Kendall County, Illinois, this 21st day of December 2021.

ATTEST: _____
County Clerk

Chairman _____



KENDALL COUNTY OFFICE OF THE SHERIFF

Dwight A. Baird, Sheriff
1102 Cornell Lane Yorkville Illinois 60560
Phone: 630-553-7500 Fax: 630-553-1972
www.co.kendall.il.us/sheriff



INTEROFFICE MEMORANDUM

To: Sheriff Baird
From: Chief Deputy Peters
Date: 12/16/2021
Re: Radio Purchase
Copies: County Board

Sheriff Baird,

In 2019 Kendall County Sheriff's Office was part of a Request for Proposal that was conducted. ABeep was awarded the agreement. The attached invoice for \$42,253.14, to purchase radios out of the commissary account is at the awarded prices submitted by ABeep. Additionally, ABeep is and authorized dealer to sell JVCKENWOOD products, under their agreement which is supported by NASPO (National Association of State Procurement Officials).

This item was approved by the County Board in the capital expenses and the cost of the radios is within that budgeted amount. I would like to be able to submit this invoice for consideration to be paid.

Thank you,

A handwritten signature in black ink, appearing to read "M. Peters".

Chief Deputy Michael Peters
Kendall County Sheriff's Office

**Kendall County Emergency
Management Agency**
Roger Bonuchi, Director
Tracy Page, Deputy Director

December 30, 2021

Mr. William Conway, Chief
Radiological Preparedness Section
Division of Nuclear Safety
Illinois Emergency Management Agency
1035 Outer Park Drive
Springfield, IL 62704

SUBJECT: Annual Certification of IPRA-Dresden

Dear Mr. Anello:

During 2021, the IPRA-Dresden was reviewed by Kendall County officials. The IPRA-Dresden is current and accurately reflects the Kendall County concept of operations.

Sincerely,

Scott R. Gryder
County Board Chairperson

ILLINOIS OPIOID ALLOCATION AGREEMENT

This Agreement is entered into by and among the following Parties: (i) the People of the State of Illinois by Kwame Raoul, the Attorney General of the State of Illinois (the “Attorney General”); and (ii) Cook County, DuPage County, Kane County, Lake County, Madison County, McHenry County, St. Clair County, Will County, and Winnebago County (the “Original Participating Local Governments” or “Original-PLGs”).

WHEREAS, a number of the Original-PLGs are investigating and prosecuting their claims as detailed in a consolidated lawsuit currently pending in the Circuit Court of Cook County as case number 2017-L-013180 (the “OPLG-Lawsuit”), seeking (and intending to seek) penalties, restitution, disgorgement of revenues, and costs to remediate the public nuisance as well as damages against numerous pharmaceutical manufacturers, distributors, and other related persons and entities arising from their actions and/or inactions which contributed to the opioid epidemic and resulting public health crisis;

WHEREAS, the Attorney General is investigating and prosecuting claims, as detailed in lawsuits currently pending in the Circuit Court of Cook County as case numbers 2019-CH-04406 and 2019-CH-10481 (the “IAG-Lawsuits”), seeking (and intending to seek) penalties, restitution, disgorgement of revenues, and costs to remediate the public nuisance as well as injunctions against numerous pharmaceutical manufacturers, distributors, and other related persons and entities arising from their actions and/or inactions which contributed to the opioid epidemic and resulting public health crisis;

WHEREAS, the OPLG-Lawsuit includes claims brought in the name of the People of the State of Illinois under Section 7 of the Consumer Fraud and Deceptive Business Practices Act by multiple Original-PLGs (the “Section 7 Claims”);

WHEREAS, the Attorney General also asserts Section 7 claims on behalf of the People of the State of Illinois, which are currently pending, and has filed a motion, seeking to stay the OPLGs’ Section 7 claims while the Attorney General continues to investigate the opioid crisis and prosecute the IAG-Lawsuits. The OPLGs oppose the motion;

WHEREAS, the Parties desire to allow other local Illinois governmental units to join this Agreement in the future and to ensure the fair apportionment of all sums collected from any Opioid Defendant, as defined below, by way of judgment or settlement to best serve the People of the State of Illinois;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions

- A. “Illinois Remediation Fund” means the escrow fund that will be established to hold certain monies distributed or directed to be distributed by the Attorney General into such fund pursuant to Section 3 of this Agreement which are directed for distribution by an agency of the State of Illinois and shall be exclusively used for programs and purposes that address Illinois’ opioid crisis and its collateral damage, including but not limited to programs and grants that address the opioid epidemic through prevention, treatment, harm reduction and sustained recovery.
- B. “LGs” mean "Local Governmental Units" and includes all Illinois counties and municipalities.
- C. “LG Recovery Fund” means the escrow fund that will be established to hold certain monies distributed by the Attorney General into such fund pursuant to Section 3 of this Agreement, consisting of the LGs’ share of any settlements or recoveries from Opioid Defendants.
- D. “LPLGs” means “Litigating Participating Local Governmental Units” and includes the OPLGs who filed a lawsuit on or before September 1, 2020, all LGs represented by OPLG-Counsel (regardless of whether such LGs appeared in a lawsuit) and Subsequent-PLGs, provided such Subsequent-PLGs filed their appearance in Opioid Litigation on or before September 1, 2020.
- E. “LPLG-Counsel” means law firms representing LPLGs who were retained to represent an LPLG in Opioid Litigation on or before September 1, 2020.
- F. “NP-LGs” means “Non-Participating Local Governmental Units” and includes all LGs which are not PLGs (defined below).
- G. “National Multistate Opioid Settlement” means any agreement to which (i) the State of Illinois and at least two other states are parties and (ii) in which the State of Illinois agrees to release claims that it has brought or could have brought in an action against an Opioid Defendant or has such claims released in a final order entered by a court. “National Multistate Opioid Settlement” includes (i) any form or resolution reached in a bankruptcy proceeding, provided that the Attorney General both agrees to the specific terms of such resolution or agreement in a bankruptcy proceeding and announces his or her agreement in the record of such bankruptcy proceeding, or (ii) a final order entered by the bankruptcy court.
- H. “OPLG-Counsel” means “Counsel for the Original Participating Local Governments” and includes the outside counsel who have executed fee agreements with the Original-PLGs and who were retained to represent the Original Participating Local Governments.

- I. “Opioid Defendant(s)” means: (i) any and all presently named or subsequently added defendants in the Opioid Litigation (defined below); and (ii) any other person or entity that, in return for a release from liability related to the Opioid Litigation, makes a payment directly or indirectly to the State of Illinois or to any PLG. For purposes of clarity, this Agreement shall not apply to any settlement or judgment involving McKinsey or Insys nor shall it apply to any settlement or judgment involving an Opioid Defendant for any claim or other matters unrelated to the opioid epidemic and resulting public health crisis.
- J. “Opioid Litigation” means: (i) the OPLG-Lawsuit, (ii) the IAG-Lawsuits, and (iii) any judgment or settlement resolving civil claims brought by or that could have been brought by the PLGs or the Attorney General relating to the opioid epidemic and resulting public health crisis. For purposes of clarity, Medicaid Fraud qui tam claims are not included in the definition of “Opioid Litigation” and are not subject to this Agreement.
- K. “Original-PLGs” means “Original Participating Local Governments” and includes the following local Illinois governmental units: Cook County; DuPage County; Kane County; Lake County; Madison County; McHenry County; St. Clair County; Will County; and Winnebago County.
- L. “PLGs” means “Participating Local Governments” and includes the Original-PLGs and the Subsequent-PLGs (defined below).
- M. “Subsequent-PLGs” means Local Governmental Units, other than Original-PLGs, which (i) execute a Joinder Agreement in the form attached as **Exhibit D** no later than January 2, 2022, in order to maximize recovery for the State of Illinois under such National Multistate Opioid Settlement unless granted a lengthier period of time to join this agreement by the Attorney General, and (ii) provide the Attorney General written notice and evidence of such execution within 2 business days thereafter.

2. **Litigation and Resolutions**

- A. The Attorney General has filed in the OPLG-Lawsuit a Notice to Exercise the Right to Prosecute Litigation Brought in the Name of the People of the State of Illinois and Motion to Stay. Any PLG that has brought a claim that purports to be on behalf of the People of the State of Illinois will agree to the entry of an Agreed Order or filed Stipulation: (i) staying their claims brought in the name of the State of Illinois pursuant to the Illinois Consumer Fraud and Deceptive Business Practices Act and the Illinois Uniform Deceptive Trade Practices Act and any other claims purported to be brought on behalf of the People of the State of Illinois; and, (ii) subject to the terms of Section 2(B) below, which provides that LPLGs may, in their discretion, continue to prosecute their remaining causes of action.
- B. LPLGs may, in their discretion, continue to prosecute their remaining claims (other than the claims stayed by operation of the foregoing paragraph) unless and until the

Attorney General notifies LPLG-Counsel that Illinois has reached a settlement with one or more of the Opioid Defendants that requires the release of the PLGs' claims against such settling Opioid Defendant(s). In such event, the LPLGs, including any LPLG's respective State's Attorneys, shall release all of their claims against such settling Opioid Defendant(s) in accordance with the terms of the settlement agreement negotiated by the Attorney General, provided that any recovery from such settling Opioid Defendant(s) shall be distributed by the Attorney General in accordance with the terms of Section 3 of this Agreement.

- C. If the Attorney General notifies the PLGs that Illinois has reached a settlement with one or more of the Opioid Defendants that requires the release of the PLGs' claims against such settling Opioid Defendant(s), the PLGs, including any PLG's respective State's Attorneys, shall release all of their claims against such settling Opioid Defendant(s) in accordance with the terms of the settlement agreement negotiated by the Attorney General. Any recovery from such settling Opioid Defendant(s) shall be distributed by the Attorney General in accordance with the terms of Section 3 of this Agreement.

3. **Distribution of Settlements or other Recoveries**

- A. Any sums collected related to Opioid Litigation by the Attorney General from any Opioid Defendant by way of judgment or settlement in a National Multistate Opioid Settlement shall be distributed as follows to ensure, among other things, that 70% of all such judgment or settlement proceeds are used to support specified opioid remediation or abatement programs:

- a. Twenty percent (20.0%) shall be distributed to the State of Illinois, at least one-quarter (1/4th) of which shall be used to support opioid remediation programs included in the list of Approved Abatement Programs attached as **Exhibit B**. The State shall track and report all spending used to support opioid remediation programs.

- b. (i) Fifteen percent (15%) shall be distributed into the LG Recovery Fund and shall be allocated in accordance with the percentages set forth in the Municipalities and Townships Allocation Table attached hereto as **Exhibit A-1** to (1) municipalities and townships who are PLGs and who have filed a lawsuit against an Opioid Defendant by September 1, 2020, and (2) municipalities who are PLGs with a population of at least 30,000 according to the 2019 United States Census Population Estimate whether or not they have filed a lawsuit against an Opioid Defendant. Any amount remaining in the LG Recovery Fund following this distribution shall be allocated among counties who are PLGs in accordance with the percentages set forth in the Counties Allocation Table attached hereto as **Exhibit A-2**.

- (ii) In addition to any amounts remaining following the allocation in paragraph 3(A)(b)(i) of this agreement, Ten percent (10%) shall be distributed into the LG Recovery Fund to be allocated among counties who are PLGs in accordance with the procedures set forth in **Exhibit A-2** of this Agreement. Counties who receive an

allocation from this portion of the LG Recovery Fund are obligated to use such distributions to support opioid remediation programs in their community through uses included in the list of Approved Abatement Programs attached as **Exhibit B**. Each LG receiving an allocation from this portion of the LG Recovery Fund shall track and quarterly report to the Attorney General all monies spent to support opioid remediation programs.

- c. Fifty-Five Percent (55%) shall be distributed into the Illinois Remediation Fund. A Remediation Fund Advisory Board shall be appointed to provide nonbinding recommendations regarding the administration and distribution of the Illinois Remediation Fund. The Remediation Fund Advisory Board, when making recommendations, will seek to ensure an equitable allocation of resources to all parts of the state, taking into consideration population as well as other factors relevant to opioid abatement, including rates of Opioid Use Disorder, Overdose Deaths, and amounts of opioids shipped into each region as measured in Morphine Milligram Equivalents. All funds disbursed from the Remediation Fund shall go to support uses included in the list of Approved Abatement Programs attached as **Exhibit B**. In addition, funds disbursed from the Remediation Fund shall go to support abatement uses that provide services in each of the seven regions identified in **Exhibit C**, with the allocation of resources being equitable across regions, taking into consideration population as well as other factors relevant to opioid abatement, including rates of Opioid Use Disorder, Overdose Deaths, and amounts of opioids shipped into each region as measured in Morphine Milligram Equivalents. The Attorney General or his delegate shall appoint the members of the Remediation Fund Advisory Board at his sole discretion, provided that at least one half (1/2) of the voting members of the Advisory Board shall be representatives of the PLGs as determined by the PLGs.
- B. Any sums collected related to Opioid Litigation by a PLG from any Opioid Defendant by way of judgment or settlement shall be turned over to the Attorney General for distribution pursuant to this Section 3.
- C. Funds allocated to LGs or LPLG-Counsel under Exhibit R (Agreement on Attorney's Fees, Expenses, & Costs) of the Distributor Settlement Agreement and the Janssen Settlement Agreement, or to the State under Exhibit N (Additional Restitution Amount) or Exhibit T (Agreement on the State Cost Fund Administration) of those settlement agreements shall be in addition to the allocations set forth in paragraph 3 of this Agreement and are not subject to the allocations in this Agreement. Funds allocated pursuant to provisions which are substantially similar in any subsequent settlement shall not be subject to the allocations in this Agreement.

4. **Miscellaneous**

- A. Each PLG agrees to take all necessary actions and to cooperate with each other to cause this Agreement to become effective, to obtain all necessary approvals, consents, and authorizations, if any, and to execute all documents, including any necessary sign-on forms

that may be required in connection with any National Multistate Opioid Settlement, and to take such other action as may be appropriate in connection herewith.

- B. This Agreement may be executed in counterparts, each of which shall constitute one and the same document. The Parties acknowledge that facsimile or electronically transmitted signatures shall be valid for all purposes.
- C. The State of Illinois shall not be responsible for any attorney's fees or expenses payable by an LG to LPLG-Counsel or any other legal counsel and payment of all attorney's fees and expenses to LPLG-Counsel or any other legal counsel shall be made in accordance with the provisions of Exhibit A (the Administration of the LG Recovery Fund) and Exhibit A-3 (the Back-Stop Agreement).
- D. This Agreement shall be enforceable only upon execution by the Attorney General.
- E. All expenditures made by the State or LGs from funds allocated under this Agreement must comply with the provisions of applicable Settlement Agreements.
- F. Other provisions of this Agreement notwithstanding, all funds received from *In Re: Purdue Pharma L.P., et al., 19-23649 (RDD)*, shall be used only for permissible abatement purposes.
- G. This Agreement shall be considered an "intrastate allocation agreement" as that term is used in 735 ILCS 5/13-226(b)(2) and (d).
- H. This Agreement shall be considered a "Statewide Abatement Agreement" for purposes of *In Re: Purdue Pharma, L.P., et al., 19-23649*, and a "State-Subdivision Agreement" for purposes of the Distributor and Janssen Settlement Agreements.
- I. Backstop Agreement
 - a. An LPLG, in accordance with paragraph D in Exhibit A relating to Administration of the LG Recovery Fund, may separately agree to use its share of the LG Recovery Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Backstop Agreement") so long as such contingency fees do not exceed a total contingency fee of 25% of the total gross recovery of the PLG, inclusive of contingency fees from any Multistate Attorney Contingency Fee Fund and the State Backstop Agreement.
 - b. Before seeking fees or litigation costs and expenses from a State Backstop Agreement, private counsel representing a LPLG must first seek contingency fees and costs from any Attorney Contingency Fee Fund or Cost Funds created under a National Opioid Multistate Settlement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.
 - c. To effectuate a State Backstop Agreement pursuant to this section, an agreement in the form of Exhibit A-3 may be entered into by a LPLG, private counsel, and the Attorney General. The Attorney General shall, upon the request of a LPLG, execute any

agreement executed by a LPLG and its private counsel if it is in the form of Exhibit A-3. For the avoidance of doubt, this section does not require a LPLG to request or enter into a State Backstop Agreement, and no State Backstop Agreement shall impose any duty or obligation on the State of Illinois or any of its agencies or officers, including without limitation the Attorney General.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their representatives as of the dates set forth below

SIGNATURE PAGES FOLLOW

KWAME RAOUL Date
ILLINOIS ATTORNEY GENERAL
On behalf of the STATE OF ILLINOIS

KIMBERLY M. FOXX Date
As State’s Attorney of Cook County and on behalf of Cook County

ROBERT B. BERLIN Date
As State’s Attorney of DuPage County and on behalf of DuPage County

JAMIE L. MOSSER Date
As State’s Attorney of Kane County and on behalf of Kane County

ERIC RINEHART Date
As State’s Attorney of Lake County and on behalf of Lake County

PATRICK D. KENNEALLY Date
As State’s Attorney of McHenry County and on behalf of McHenry County

TOM HAINE Date
As State’s Attorney of Madison County and on behalf of Madison County

JAMES GOMRIC Date
As State’s Attorney of St. Clair County and on behalf of St. Clair County

JAMES W. GLASGOW Date
As State's Attorney of Will County and on behalf of Will County

J. HANLEY Date
As State's Attorney of Winnebago County and on behalf of Winnebago County

EXHIBIT A TO ILLINOIS OPIOID ALLOCATION AGREEMENT
ADMINISTRATION OF THE LG RECOVERY FUND

Each Original-PLG who executed the Illinois Opioid Allocation Agreement and any Subsequent-PLG who executed the Joinder to the Illinois Opioid Allocation Agreement acknowledges and agrees that all sums deposited by the Attorney General into the LG Recovery Fund shall be administered as follows:

- A. A Special Master shall be nominated by the majority of PLG votes, with each County PLG with a population of ten thousand or more residents and each other PLG with a population of thirty thousand or more residents receiving one vote for each ten thousand residents within its jurisdictional borders based upon the 2019 United States Census Population Estimate. The Special Master shall be nominated within sixty (60) days of the initial funding of the LG Recovery Fund. The person so nominated shall not be appointed Special Master unless he or she receives the written approval of the Attorney General. If the Attorney General does not approve the nomination, then the process shall repeat and the PLGs shall nominate another person to be Special Master, until a nomination is approved by the Attorney General. Such subsequent nomination shall occur within 30 days of the Attorney General declining to give written approval of the initially nominated Special Master.
- B. All costs associated with the work of the Special Master shall be paid from funds in the LG Recovery Fund prior to any distribution to counties that are PLGs or their counsel.
- C. The Special Master shall direct the Settlement Administrator and administer the LG Recovery Fund to ensure that all distributions from the LG Recovery Fund to PLGs shall be made in accordance with the relative percentages set forth in **Exhibit A-1 and Exhibit A-2**, except that any distribution to any county who is a Non-Participating Local Governmental Unit (the “NP-LGs”) shall be discounted by two-fifths (2/5) and such discounted amount shall be added to the pool of distributions payable to the Participating Local Governmental Units (the “PLGs”) in accordance with the same percentages set forth in **Exhibit A-2**.
- D. For any National Opioid Multistate Settlement with an Opioid Defendant, each such LPLG authorizes and agrees that the Special Master shall direct the Settlement Administrator to pay their LPLG-Counsel from its individual distributions from the LG Recovery Fund in accordance with the fee agreements entered into between the LPLG and LPLG-Counsel.
- E. For any National Opioid Multistate Settlement for which the Attorney General requests PLGs release their claims, the Special Master shall have the discretion to assess common benefit attorneys’ fees against distributions made to any county which is a PLG and which is not represented by LPLG-Counsel, provided any such common benefit attorneys’ fees, if any, shall be assessed on no more than forty percent (40.0%) of the total distribution made to any county PLG not represented by LPLG-Counsel, and under no circumstances shall the common benefit fee assessed by the Special Master exceed 25%. The Special Master shall be given broad discretion to assess and apportion common benefit attorneys’ fees and, absent fraud or gross misconduct, the decisions of the Special Master shall be final, binding, and not appealable. For the avoidance of doubt, nothing in this section requires the recovery by LPLG-Counsel of money in excess of their fee agreements if LPLG-Counsel receive payments from a national attorneys’ fees fund or otherwise not directly from the LG Recovery Fund. In the event that a common benefit fee is assessed against a county PLG not represented by LPLG-

Counsel, the Special Master is directed to notify the Settlement Administrator of any such assessment.

EXHIBIT A-1 TO ILLINOIS OPIOID ALLOCATION AGREEMENT
MUNICIPALITIES AND TOWNSHIPS ALLOCATION TABLE

EXHIBIT A-2 TO ILLINOIS OPIOID ALLOCATION AGREEMENT
COUNTIES ALLOCATION TABLE

EXHIBIT A-3 TO ILLINOIS OPIOID ALLOCATION AGREEMENT

BACK-STOP AGREEMENT

At the request of [LPLG], the [LPLG], its counsel [COUNSEL], and the Attorney General are entering into this Backstop Agreement (Backstop Agreement).

The Parties acknowledge that this Agreement will apply to all National Multistate Opioid Settlement agreements which establish a multistate fund for the payment of attorney's fees and expenses (a "Multistate Contingency Fee Fund") but that payments to LPLG-Counsel from such funds will not be sufficient to pay the entirety of the fees and expenses incurred by contingency-fee counsel who have been retained by LPLGs. Therefore, consistent with Exhibit R, section I(R) of the National Multistate Opioid Settlement agreement entered into between three pharmaceutical distributors, namely, McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (the "Distributor Settlement Agreement"), the Parties agree to this Backstop Agreement.

Pursuant to this Backstop Agreement, [LPLG] may, subject to the limitations of any National Multistate Opioid Settlement, as well as any other limitations imposed by law, use funds that it receives from a National Multistate Opioid Settlement to pay a contingent fee to [COUNSEL]. Any such payment from [LPLG] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the Multistate Contingency Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 25%] of the total gross recovery of [LPLG] from the LG Recovery Fund in a National Multistate Opioid Settlement.

[COUNSEL] certify that they first sought fees and costs from the Multistate Contingency Fee Fund before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this Backstop Agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Backstop Agreement" in Exhibit R of the Distributor Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the Attorney General nor the State of Illinois have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [LPLG], [COUNSEL], or any other party.

KWAME RAOUL
ILLINOIS ATTORNEY GENERAL
On behalf of the STATE OF ILLINOIS

Date

[LPLG]

Date

[COUNSEL]

Date

EXHIBIT B TO ILLINOIS OPIOID ALLOCATION AGREEMENT

APPROVED ABATEMENT PROGRAMS

EXHIBIT C TO ILLINOIS OPIOID ALLOCATION AGREEMENT
ILLINOIS ABATEMENT FUND-SEVEN SERVICE REGIONS



EXHIBIT D TO ILLINOIS OPIOID ALLOCATION AGREEMENT

JOINDER AGREEMENT

Reference is made to that Agreement attached hereto as **Exhibit 1** to this Joinder Agreement between the People of the State of Illinois and the Original-PLGs, namely: Cook County; DuPage County; Kane County; Madison County; McHenry County; Lake County; St. Clair County; Will County; and Winnebago County (the “Illinois Opioid Allocation Agreement”).

WHEREAS, the State of Illinois and the Original-PLGs entered into the Illinois Opioid Allocation Agreement to pursue their common interests and to maximize the benefits obtained for their constituents with respect to their claims against the persons and entities responsible for the opioid crisis which has ravaged Illinois communities.

WHEREAS, Illinois and the Original-PLGs have agreed to allow additional counties and municipalities to join and participate in the Illinois Opioid Allocation Agreement (such additional counties and municipalities are referred to as “Subsequent-PLGs” in the Illinois Opioid Allocation Agreement) by executing this Joinder to the Illinois Opioid Allocation Agreement and thereby become a Participating Local Government (a “PLG” as defined in the Illinois Opioid Allocation Agreement) entitled to share in the expected benefits to be derived therefrom.

NOW THEREFORE, the undersigned municipality/county hereby agrees to become a party to and be bound by and subject to the terms and conditions of the Illinois Opioid Allocation Agreement as well as to the terms and conditions of the Exhibits attached thereto which govern the administration and distribution of the LG Recovery Fund, as defined in the Illinois Opioid Allocation Agreement, amongst Illinois counties and municipalities (“LGs” as defined in the Illinois Opioid Allocation Agreement).

Dated: _____, 2021

LOCAL GOVERNMENTAL UNIT

By: _____
Its authorized representative

EXHIBIT 1 TO JOINDER AGREEMENT
COPY OF ILLINOIS OPIOID ALLOCATION AGREEMENT

EXHIBIT A-3 TO ILLINOIS OPIOID ALLOCATION AGREEMENT

BACK-STOP AGREEMENT

At the request of Kendall County, Illinois (“Kendall County”), Kendall County, its counsel Meyers & Flowers, LLC and Simmons Hanly Conroy, LLC, and the Attorney General are entering into this Backstop Agreement (Backstop Agreement).

The Parties acknowledge that this Agreement will apply to all National Multistate Opioid Settlement agreements which establish a multistate fund for the payment of attorney’s fees and expenses (a “Multistate Contingency Fee Fund”) but that payments to LPLG-Counsel from such funds will not be sufficient to pay the entirety of the fees and expenses incurred by contingency-fee counsel who have been retained by LPLGs. Therefore, consistent with Exhibit R, section I(R) of the National Multistate Opioid Settlement agreement entered into between three pharmaceutical distributors, namely, McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (the “Distributor Settlement Agreement”), the Parties agree to this Backstop Agreement.

Pursuant to this Backstop Agreement, Kendall County may, subject to the limitations of any National Multistate Opioid Settlement, as well as any other limitations imposed by law, use funds that it receives from a National Multistate Opioid Settlement to pay a contingent fee to Meyers & Flowers, LLC, and Simmons Hanly Conroy, LLC. Any such payment from Kendall County to Meyers & Flowers, LLC, and Simmons Hanly Conroy, LLC, together with any contingency fees that Meyers & Flowers, LLC, and Simmons Hanly Conroy, LLC, may receive from the Multistate Contingency Fee Fund, will not exceed a total contingency fee of 25% of the total gross recovery of Kendall County from the LG Recovery Fund in a National Multistate Opioid Settlement.

Meyers & Flowers, LLC, and Simmons Hanly Conroy, LLC, certify that they first sought fees and costs from the Multistate Contingency Fee Fund before seeking or accepting payment under this backstop agreement. Meyers & Flowers, LLC, and Simmons Hanly Conroy, LLC, further certify that they are not seeking and will not accept payment under this Backstop Agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of “State Backstop Agreement” in Exhibit R of the Distributor Settlement Agreement requires such agreements to be between “a Settling State” and private counsel for a participating subdivision. Neither the Attorney General nor the State of Illinois have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to Kendall County, Meyers & Flowers, LLC, Simmons Hanly Conroy, LLC, or any other party.

KWAME RAOUL
ILLINOIS ATTORNEY GENERAL
On behalf of the STATE OF ILLINOIS

Date

KENDALL COUNTY, ILLINOIS

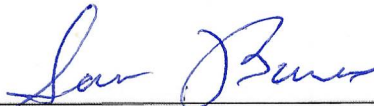
Date



MEYERS & FLOWERS, LLC

Date

12/13/21



SIMMONS HANLY CONROY, LLC

Date

12/14/21

Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Distributor Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement.
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.
11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____