



**COUNTY OF KENDALL, ILLINOIS**  
**COMMITTEE OF THE WHOLE**  
**Kendall County Office Building, 111 W. Fox Street**  
**County Board Room 209, Yorkville, IL 60560**  
**Thursday October 12, 2023, at 4:00pm**  
**MEETING AGENDA**

1. **Call to Order and Pledge of Allegiance**
2. **Roll Call:** Matt Kellogg (Chairman), Scott Gengler (Vice-Chair), Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Dan Koukol, Jason Peterson, Ruben Rodriguez, Brooke Shanley, Seth Wormley
3. **\*MOTION (VV) Approval of Agenda**
4. **\*MOTION (RC) Approval of Claims**
5. **New Committee Business**
  - A. **Presentation:** Village of Montgomery
  - B. **Motion (FWD to CB):** Discussion & Approval of \$70,000 24-month contract with Civic Grant Aggregation
  - C. **Presentation and Discussion with Progressive Business Solutions** re: Solar Field performance and FY 2024 Gas & Electric Rates/Budget.
  - D. **Presentation and Discussion with Cordogan Clark & Associates** re: Phase 1's Status Report, Construction Schedule and Change Orders.
  - E. **Motion (FWD to CB):** Approval of the Replacement of (2) Hot Water Boilers in the Public Safety Center by Helm Service via the Equalis Group public sector purchasing cooperative. Master Agreement #R10-1132B not to exceed \$210,000.
  - F. **Presentation:** Horton Group – Kendall County Health Insurance Renewal
  - G. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Village of Newark for the amount of \$58,875
  - H. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Seward Township for the amount of \$32,639
  - I. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with City of Yorkville for the amount of \$225,000
  - J. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with City of Plano for the amount of \$325,000
  - K. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Kendall County Fair Association for the amount of \$29,345
  - L. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Fox Valley Family YMCA for the amount of \$94,956
  - M. Discussion FY24 Budget Calendar
  - N. Discussion FY24 Budget
  - O. Discussion FY24 Capital
6. **Old Committee Business**
7. **Department Head and Elected Official Reports**
8. **Public Comment**
9. **Questions from the Media**
10. **Chairman's Report**
11. **Review Board Action Items**
12. **Executive Session**
13. **Adjournment**

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

# BOULDER HILL WATER MAIN REPLACEMENT



Kendall County Committee of the Whole

October 12, 2023





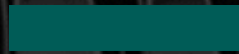
# Agenda

1. Background
2. On-Going Projects
3. Future Projects
4. Questions





# BACKGROUND



# Alternative Water Supply Selection

- Montgomery, Oswego and Yorkville select Lake Michigan Water Supply from DuPage Water Commission (DWC)



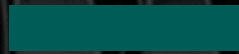
# LAKE MICHIGAN ALLOCATION

- Lake Michigan Allocation permit requires communities to have less than 10% Non-Revenue Water (NRW)
- Village of Montgomery is submitting a NRW reduction plan to IDNR as part of their Application that includes NRW reduction costs of \$86.1 million
- \$81 million is proposed for water main replacements (2022-2030)
  - Currently \$36 million is targeted for Boulder Hill
- The NRW percentage needs to be below 10 % in 2032 when the Village begins receiving water from DuPage Water Commission



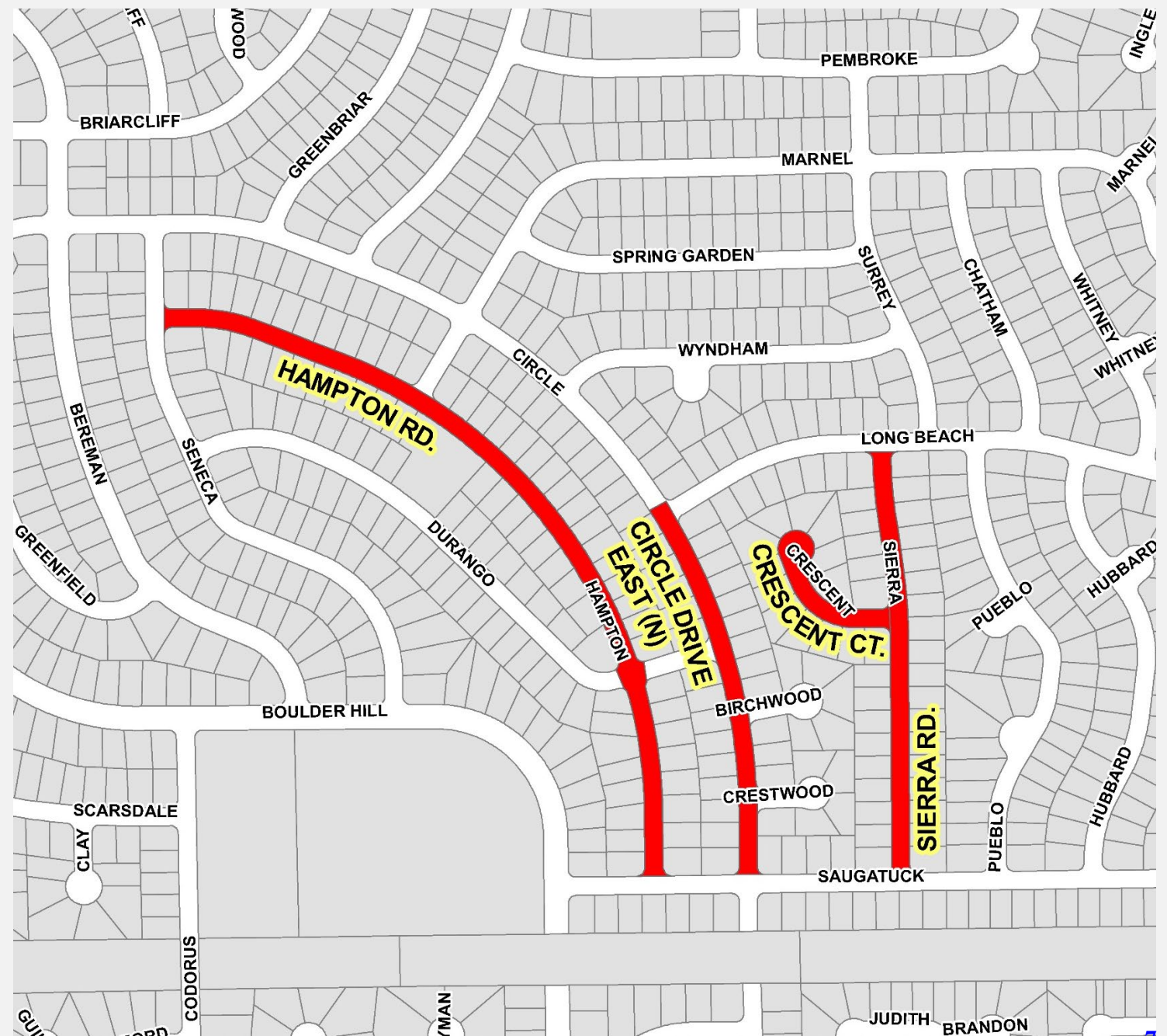


# ON-GOING PROJECT



# 2023 Water Main Replacement Project

- Bid opening was on 7/18
- 4 Bidders
  - Low Bidder was J. Congdon Sewer Service
  - \$2,647,123.88
- Construction started on 8/21 and is on-going
- All WM has been installed and approximately 75% of the services have been transferred to the new main







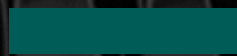


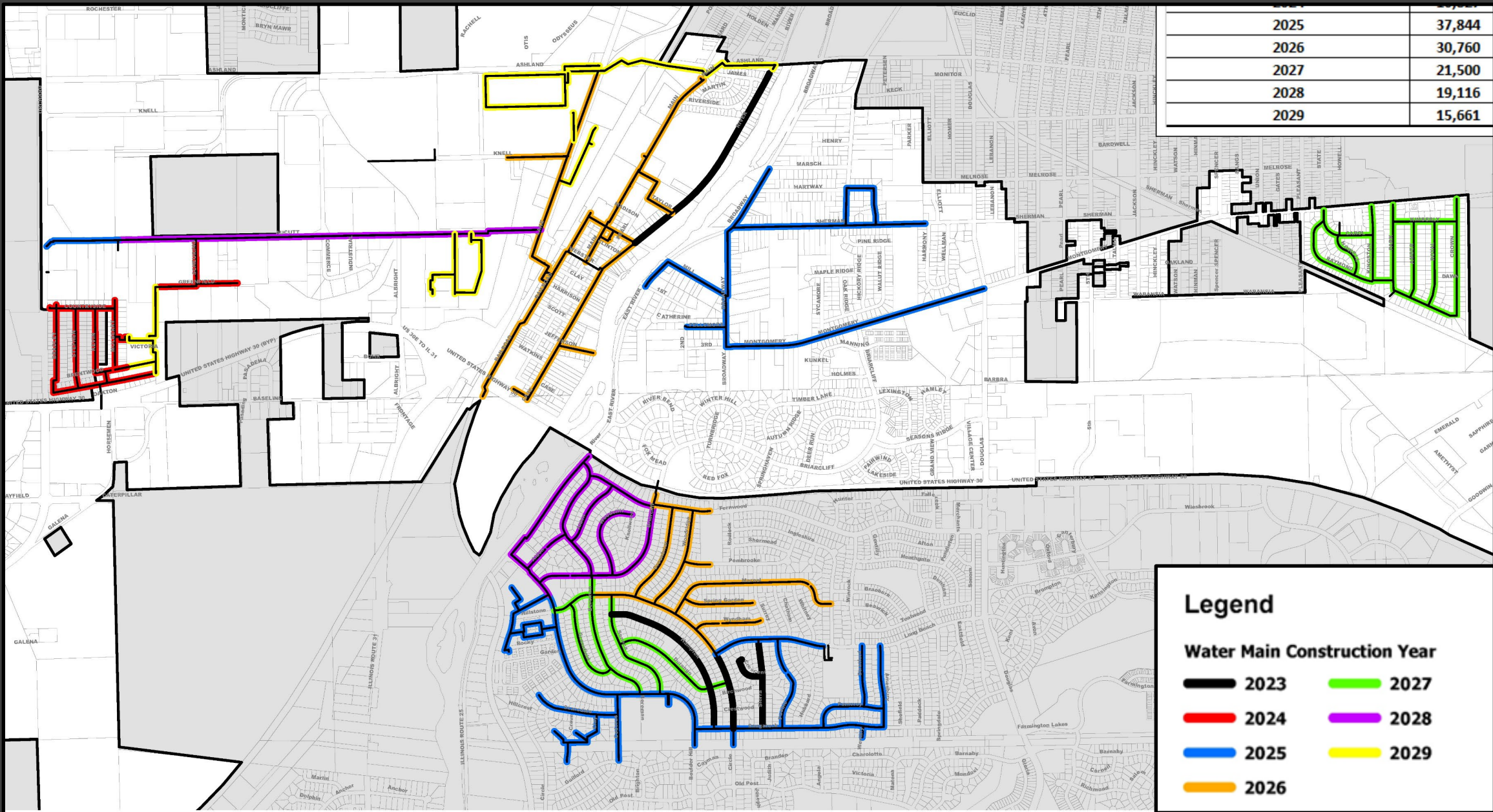






# FUTURE PROJECTS





### Legend

**Water Main Construction Year**

-  2023
-  2027
-  2024
-  2028
-  2025
-  2029
-  2026





### Legend

**Water Main Construction Year**

	2023		2027
	2024		2028
	2025		2029
	2026		



**EXHIBIT B: YEARLY REPLACEMENT BREAKDOWN  
LAKE MICHIGAN WATER MAIN REPLACEMENT PLAN  
VILLAGE OF MONTGOMERY**

Fiscal Year	2023	2024	2025	2026	2027	2028	2029	2030	Totals
Construction Year	2022	2023	2024	2025	2026	2027	2028	2029	
Proposed WM Length (feet)	3,633	5,993	10,827	37,844	30,760	21,500	19,116	15,661	<b>145,334</b>
Estimated Cost per Foot		\$ 390.00	\$ 405.60	\$ 421.82	\$ 438.70	\$ 456.24	\$ 474.49	\$ 493.47	
Infrastructure Value		\$ 2,438,670	\$ 4,473,362	\$ 16,065,167	\$ 13,641,721	\$ 12,418,528	\$ 6,000,459	\$ 7,824,530	
Construction Engineering		\$ 219,481	\$ 402,603	\$ 1,445,866	\$ 1,227,755	\$ 1,117,668	\$ 540,042	\$ 704,208	
Design Engineering		\$ 313,136	\$ 1,124,562	\$ 954,921	\$ 869,297	\$ 420,033	\$ 547,718	\$ -	
Contingency		\$ 243,867	\$ 447,336	\$ 1,606,517	\$ 1,364,172	\$ 1,241,853	\$ 600,046	\$ 782,453	
Total Budget	\$ 1,649,007	\$ 3,215,154	\$ 6,447,864	\$ 20,072,471	\$ 17,102,945	\$ 15,198,082	\$ 7,688,265	\$ 9,311,191	\$ <b>80,684,978.62</b>
CIP Total Budget (FY)	\$ 1,649,007	\$ 2,891,000	\$ 5,772,000	\$ 18,084,000	\$ 17,988,000	\$ 12,788,000	\$ 12,817,000	\$ 9,000,000	\$ <b>80,989,007.00</b>

**Notes:**

Estimated cost per foot assumes a \$390/foot for 2023 with a 4% cost increase each year thereafter

Construction Engineering is estimated at 9% of the Infrastructure Value

Design Engineering is estimated at 7% of the Infrastructure Value

FY 23 project was N. River Street Water Main

FY 24 project is 2023 Water Main Improvements (Boulder Hill)

FY 25 project is Scheuring, Greenfield, & Blackberry Heights

Contingency is 10% of Infrastructure Value







**Questions or  
Comments?**



## **Electric Aggregation Update**

# **Kendall County**

**Prepared for:** Latreese Caldwell & Matt Kellogg

**By:** Chris Childress

**Date:** September 7, 2023

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[chris@savewithprogressive.com](mailto:chris@savewithprogressive.com)

[www.progressiveenergygroup.com](http://www.progressiveenergygroup.com)

Kendall County has sponsored several residential and small business electric aggregation programs over the past 10 years. Kendall County is currently not in an electric aggregation program. Progressive has been working with the electric suppliers on options for 2023 electric aggregation renewal for the County's, residents, and small business. The two options Progressive Energy Group reviewed:

1. Traditional Aggregation where residents save money with a Electric Supplier vs ComEd rates
  1. We have not found any supplier that can beat ComEd prices.
  2. Please see Exhibit A for the results.
  3. **We do not recommend this program.**
  
2. Civic Grant Aggregation – in this program only roughly 1/3 of residents are enrolled in aggregation, the price is the same as ComEd, and the invoicing still comes from ComEd. The sponsoring governmental entity also receives an unrestricted civic grant. Program highlights:
  - a. Kendall participated in this type of program with Eligo Energy in late 2020 through October 2022.
  - b. Only one supplier, MC2 Energy, is offering this type of program.
  - c. The Civic Grant MC2 is offering **\$35,000 per year or \$70,000 for a 24-month program.** **Progressive is recommending this program.**
  - d. Civic Grant has no restrictions.
  - e. Residents will never pay more than ComEd tariff rate.
  - f. Residents will never pay an early termination fee if they leave the program.
  - g. Residents continue to receive one invoice from ComEd.
  - h. Residents may continue to choose a different 3<sup>rd</sup> party supplier at any time.

The previous program with Eligo Energy also qualified the County as a EPA Green Partner Community. This Aggregation Program will not qualify for the EPA Green Partner Community. The EPA changed their methodology on number of Recognized Environmental Condition (REC's) needed to qualify for the program. For Kendall County it means that to participate in the EPA Green Partner Community going forward that the County would need to purchase roughly 300% more REC's. In addition, the REC prices have increased 400% - 500% in the past three years.

Exhibit A

<b>ComEd Summer:</b>	<b>\$0.06809</b>	<b>No Early Termination Fees</b>	
<b>ComEd Winter:</b>	<b>\$0.07055</b>	<b>No Price Match Guarantee</b>	
<b>Aggregated Rate:</b>	<b>\$0.06973</b>		

**All Communities Aggregated Together - 12 Months**

<b>City/Village/Township/County</b>	<b>Start Date</b>	<b>MC2 Energy</b>	<b>Constellation</b>	<b>Energy Harbor</b>	<b>Dynegy</b>
City of Aurora	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
Aurora Township	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
Village of Big Rock	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
Village of Burlington	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
Town of Cortland	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
Village of Hinckley	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
Kane County	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
<b>Kendall County</b>	<b>Nov or Dec 2023</b>	<b>No Bid</b>	<b>\$0.08467</b>	<b>\$0.07190</b>	<b>\$0.07146</b>
Village of Kirkland	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
Village of Malta	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
Village of Maple Park	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
Village of Oak Lawn	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
City of Plano	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
City of Sandwich	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
Village of Shabbona	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
Village of Somonauk	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
Village of Waterman	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
City of Yorkville	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146

**All Communities Individually Priced - 12 Months**

<b>City/Village/Township/County</b>	<b>Start Date</b>	<b>MC2 Energy</b>	<b>Constellation</b>	<b>Energy Harbor</b>	<b>Dynegy</b>
City of Aurora	Nov or Dec 2023	\$0.07450	\$0.08467	\$0.07190	\$0.07234
Aurora Township	Nov or Dec 2023	\$0.07490	\$0.08467	\$0.07180	\$0.07117
Village of Big Rock	Nov or Dec 2023	\$0.07350	\$0.08467	\$0.07180	\$0.06798
Village of Burlington	Nov or Dec 2023	\$0.07250	\$0.08467	\$0.07180	\$0.06967
Town of Cortland	Nov or Dec 2023	\$0.07350	\$0.08467	\$0.07180	\$0.07043
Village of Hinckley	Nov or Dec 2023	\$0.07350	\$0.08467	\$0.07180	\$0.07065
Kane County	Nov or Dec 2023	\$0.07250	\$0.08467	\$0.07210	\$0.06887
<b>Kendall County</b>	<b>Nov or Dec 2023</b>	<b>\$0.07350</b>	<b>\$0.08467</b>	<b>\$0.07170</b>	<b>\$0.07006</b>
Village of Kirkland	Nov or Dec 2023	\$0.07350	\$0.08467	\$0.07180	\$0.07065
Village of Malta	Nov or Dec 2023	\$0.07350	\$0.08467	\$0.07180	\$0.06940
Village of Maple Park	Nov or Dec 2023	\$0.07490	\$0.08467	\$0.07180	\$0.07087
Village of Oak Lawn	Nov or Dec 2023	\$0.07650	\$0.08467	\$0.07190	\$0.07461
City of Plano	Nov or Dec 2023	\$0.07550	\$0.08467	\$0.07180	\$0.07276
City of Sandwich	Nov or Dec 2023	\$0.07350	\$0.08467	\$0.07180	\$0.07094
Village of Shabbona	Nov or Dec 2023	\$0.07250	\$0.08467	\$0.07180	\$0.06850
Village of Somonauk	Nov or Dec 2023	\$0.07250	\$0.08467	\$0.07180	\$0.07144
Village of Waterman	Nov or Dec 2023	\$0.07250	\$0.08467	\$0.07180	\$0.07015
City of Yorkville	Nov or Dec 2023	\$0.07250	\$0.08467	\$0.07180	\$0.07149

Exhibit A

<b>ComEd Summer:</b>	<b>\$0.06809</b>	<b>No Early Termination Fees</b>	
<b>ComEd Winter:</b>	<b>\$0.07055</b>	<b>No Price Match Guarantee</b>	
<b>Aggregated Rate:</b>	<b>\$0.06973</b>		

**All Communities Aggregated Together - 24 Months**

City/Village/Township/County	Start Date	MC2 Energy	Constellation	Energy Harbor	Dynergy
City of Aurora	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
Aurora Township	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
Village of Big Rock	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
Village of Burlington	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
Town of Cortland	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
Village of Hinckley	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
Kane County	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
<b>Kendall County</b>	<b>Nov or Dec 2023</b>	<b>No Bid</b>	<b>\$0.08803</b>	<b>\$0.07510</b>	<b>\$0.07504</b>
Village of Kirkland	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
Village of Malta	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
Village of Maple Park	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
Village of Oak Lawn	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
City of Plano	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
City of Sandwich	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
Village of Shabbona	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
Village of Somonauk	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
Village of Waterman	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
City of Yorkville	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504

**All Communities Individually Priced - 24 Months**

City/Village/Township/County	Start Date	MC2 Energy	Constellation	Energy Harbor	Dynergy
City of Aurora	Nov or Dec 2023	\$0.07750	\$0.08803	\$0.07510	\$0.07594
Aurora Township	Nov or Dec 2023	\$0.07790	\$0.08803	\$0.07500	\$0.07470
Village of Big Rock	Nov or Dec 2023	\$0.07650	\$0.08803	\$0.07500	\$0.07123
Village of Burlington	Nov or Dec 2023	\$0.07550	\$0.08803	\$0.07500	\$0.07314
Town of Cortland	Nov or Dec 2023	\$0.07650	\$0.08803	\$0.07500	\$0.07397
Village of Hinckley	Nov or Dec 2023	\$0.07650	\$0.08803	\$0.07500	\$0.07412
Kane County	Nov or Dec 2023	\$0.07450	\$0.08803	\$0.07540	\$0.07224
<b>Kendall County</b>	<b>Nov or Dec 2023</b>	<b>\$0.07650</b>	<b>\$0.08803</b>	<b>\$0.07490</b>	<b>\$0.07350</b>
Village of Kirkland	Nov or Dec 2023	\$0.07650	\$0.08803	\$0.07500	\$0.07412
Village of Malta	Nov or Dec 2023	\$0.07650	\$0.08803	\$0.07500	\$0.07277
Village of Maple Park	Nov or Dec 2023	\$0.07790	\$0.08803	\$0.07500	\$0.07441
Village of Oak Lawn	Nov or Dec 2023	\$0.07950	\$0.08803	\$0.07510	\$0.07845
City of Plano	Nov or Dec 2023	\$0.07850	\$0.08803	\$0.07500	\$0.07647
City of Sandwich	Nov or Dec 2023	\$0.07650	\$0.08803	\$0.07500	\$0.07444
Village of Shabbona	Nov or Dec 2023	\$0.07550	\$0.08803	\$0.07500	\$0.07173
Village of Somonauk	Nov or Dec 2023	\$0.07550	\$0.08803	\$0.07500	\$0.07499
Village of Waterman	Nov or Dec 2023	\$0.07550	\$0.08803	\$0.07500	\$0.07358
City of Yorkville	Nov or Dec 2023	\$0.07550	\$0.08803	\$0.07500	\$0.07515

**Only MC2 Offer these programs**

Municipality Name	Option # 2	No Green RECs provided by MC2 Energy	
	Utility PTC Rate Match Program Civic Grant Payment		
	Monthly	1- Year	2- Year
Kendall County, IL	\$2,916.66	\$35,000	\$70,000

## MASTER POWER SUPPLY AGREEMENT

### AGREEMENT BY AND BETWEEN KENDALL COUNTY AND MC SQUARED ENERGY SERVICES, LLC TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES FOR THE COUNTY'S ELECTRIC AGGREGATION PROGRAM

This Agreement ("Agreement"), is entered into as of this 17th day of October 2023 ("Effective Date") between Kendall County, an Illinois municipal corporation ("Municipality") and MC Squared Energy Services, LLC (mc<sup>2</sup>) (Supplier") (each a "Party" and collectively, the "Parties").

#### RECITALS

A. The Municipality has established an Electricity Aggregation Program ("Program") pursuant to the Aggregation Ordinance and the Aggregation Statute, and will conduct the Program as an opt-out program pursuant to the Aggregation Ordinance and the Aggregation Statute.

B. The purpose of this Agreement is for the Supplier to provide the Full-Requirements Electricity Supply Services and the Program Implementation Services as defined herein (collectively, the "Services") to all Eligible Customers who choose not to opt out of or choose to opt in to the Program, as the case may be, throughout the Term of this Agreement at the Price established in this Agreement.

C. The Supplier acknowledges and agrees that it has all certifications, authorizations, qualifications, and approvals necessary pursuant to the Requirements of Law to sell Full-Requirements Electricity Supply to Eligible Customers pursuant to this Agreement, including without limitation that:

- a. Supplier is certified by the Illinois Commerce Commission as a Retail Electric Supplier and is authorized to sell Full-Requirements Electricity Supply to customers in the State of Illinois utilizing the existing transmission and distribution systems of ComEd within the service areas of ComEd;
- b. Supplier is currently registered with ComEd to serve residential and small commercial customers under Rate RESS - Retail Electric Supplier Service with Rider PORCB - Purchase of Receivables and Consolidated Billing; and
- c. Supplier has at least three years continuous experience as a Retail Electric Supplier and has provided Full-Requirements Electricity Supply to at least 25,000 residential or commercial customers.
- d. Supplier acknowledges and agrees that it will provide the Services, including without limitation Full-Requirements Electricity Supply to all Participating Customers, pursuant to the Bid Package, the Bid Response, this Agreement, and the Requirements of Law.

e. The Municipality desires to enter into this Agreement with Supplier for the provision by the Supplier of Full-Requirements Electricity Supply to all Eligible Customers pursuant to the Program.

## AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the Municipality and the Supplier agree as follows:

### ARTICLE 1 RECITALS

1.1 The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.

### ARTICLE 2 DEFINITIONS

The following terms shall have the meanings ascribed to them in this section:

2.1. "Aggregate" means the total number of Eligible Customers that are within the jurisdictional boundaries of the Municipality.

2.2. "Aggregation Ordinance" means that certain ordinance adopted by the Municipality authorizing the Program.

2.3. "Aggregation Statute" means Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 and applicable rules and regulations of the Illinois Commerce Commission.

2.4. "Billing Services" means those services described in Section 4.4 of this Agreement, including all subsections of Section 4.4.

2.5. "ComEd" means Commonwealth Edison.

2.6. "Compliance Services" means those services identified in Section 4.5 of this Agreement, including all subsections of Section 4.5.

2.7. "Confidential Information" means the information defined in Section 9 of this Agreement.

2.8. "Customer Information" means that certain information that the Electric Utility or Former Aggregation Supplier is required to provide by statute (including the Aggregation Statute), regulation, tariff, or contract to the corporate authorities of the Municipality pursuant to the Aggregation Statute, including without limitation those names and addresses and Electric Utility account numbers of residential and small commercial retail customers in the Aggregate area that are reflected in the Electric Utility or Former Aggregation Supplier's records at the time of the request.



2.9. "Data" means the data defined in Section 9 of this Agreement.

2.10. "Electric Utility" means ComEd.

2.11. "Eligible Customers" means residential and small commercial electricity customers receiving Full-Requirements Electricity Supply within the Municipality who are eligible to participate in the Program pursuant to the Aggregation Statute and the Requirements of Law. Eligible Customers may be further classified as recipients of Full-Requirements Electricity Supply from Supplier or Tariff Service, based on the parameters defined in Exhibit A of this Agreement by the Supplier and by such standards as mutually agreed to by the Supplier and Municipality and as carried out by the Supplier.

2.12. "Energy" means generated electricity.

2.13. "Enrollment Services" means those services described in Section 4.3 of this Agreement, including all subsections of Section 4.3.

2.14. "Former Aggregation Supplier" means the RES that supplied the Program of the Municipality immediately prior to Supplier under this Agreement. If Former Aggregation Supplier as defined would be Supplier or ComEd, then no Former Aggregation Supplier is considered to exist.

2.15. "Force Majeure Event" means the circumstances defined in Section 7.1 of this Agreement.

2.16. "Full-Requirements Electricity Supply" means all services or charges necessary to provide the continuous supply of electricity to all Participating Customers, including, without limitation, Energy, capacity, losses, imbalances, load factor adjustments, transmission costs, congestion charges, marginal losses, ancillary services, Purchase of Receivables and Consolidated Billing (PORCB), taxes applicable only to the Supplier, and any additional necessary services or charges required under Requirements of Law.

2.17. "Full-Requirements Electricity Supply Services" means those portions of the Services described in Section 4.1 of this Agreement, including all subsections of Section 4.1.

2.18. "ICC" means the Illinois Commerce Commission.

2.19. "Independent System Operator" or "ISO" means that certain independent system operator for the Electric Utility established pursuant to the Public Utilities Act, 220 ILCS 5/16-626.

2.20. "Joint Power Supply Bid" means the bidding process conducted by Progressive Energy on behalf of the Municipality to identify the Supplier.

2.21. "New Customers" means the customers defined in Section 4.3.9 of this Agreement.

2.22. "Opt-Out Notice" means the notices described in Section 4.2.1.1 of this Agreement and provided to Eligible Customers informing them of their ability to opt-out of the Program pursuant to the Requirements of Law.

2.23. "Opt-Out Period" means the time prior to the implementation of the Program during which Eligible Customers may choose not to participate in the Program pursuant to the Requirements of Law.

2.24. "Opt-Out Process" means the process defined in Section 4.2.1 of this Agreement.

2.25. "Participating Customers" means those Eligible Customers who do not opt out of the Program and are not Special Billing Customers, and New Customers.

2.26. "Plan of Governance" or "POG" means that certain Plan of Operation and Governance approved by the Municipality pursuant to the Aggregation Statute.

2.27. "Point of Delivery" means the point specified by the Electric Utility at which the Supplier must deliver the Full-Requirements Electricity Supply to the Electric Utility for distribution to Participating Customers.

2.28. "Price" means the price at which the Supplier will provide the Services as set forth in Exhibit A to this Agreement.

2.29. "Program" means the electricity aggregation program operated by the Municipality in accordance with the Aggregation Statute and authorized by the Aggregation Ordinance, to aggregate residential and small commercial retail electrical loads located within the corporate limits of the Municipality for the purpose of soliciting and entering into service agreements to facilitate for those loads the sale and purchase of Full-Requirements Electricity Supply and related Services.

2.30. "Program Implementation Services" means those portions of the Services described in Section 4.2 of this Agreement, including all subsections of Section 4.2.

2.31 "Requirements of Law" means the Aggregation Ordinance, the Aggregation Statute, the Illinois Public Utilities Act, the Illinois Consumer Fraud Act, the Plan of Governance, the rules, and regulations and final decisions of the ICC and Illinois Power Agency (including the ICC Final Order in Docket No. 11-0434 issued on April 4, 2012), the rules, regulations and tariffs applicable to the Electric Utility and the Independent System Operator or Regional Transmission Organization, and all other applicable federal, state, and local laws, orders, rules, and regulations, all as may be hereinafter duly amended.

2.32. "Retail Electric Supplier" or "RES" means an "alternative retail electric supplier" as that term is defined in Section 16-102 of the Public Utilities Act, 220 ILCS 5/16-102.

2.33. "RTO: means Regional Transmission Organization.

2.34. "Services" means the Full-Requirements Electricity Supply Services, Program Implementation Services, Enrollment Services, Billing Services, and Compliance Services provided in Article 4 of this Agreement.

2.35. "Special Billing Customers" means the customers defined in Section 4.3.8 of this Agreement.

2.36. "Supplier" means MC Squared Energy Services, LLC, (mc<sup>2</sup>) and the lawful successor, transferee, designee, or assignee thereof.

2.37. "Tariffed Service" means the applicable tariffed services provided by the Electric Utility as required by 220 ILCS 5/16-103, which includes ComEd's electricity supply charge plus ComEd's transmission services charge, plus ComEd's purchased electricity adjustment.

2.38. "Term" means the period of time defined in Section 5.1 of this Agreement.

2.39. "Municipality" means Kendall County.

2.40. "Withdrawing Customer" means a customer defined in Section 4.3.5 of this Agreement.

### ARTICLE 3 PROGRAM RESPONSIBILITIES

#### 3.1 Municipality Responsibilities.

3.1.1 Customer Information. The Municipality shall, with the assistance of the Supplier, pursuant to the Requirements of Law, obtain the Customer Information from ComEd and/or the previous supplier.

3.1.2 Notices and Customer Information from ComEd and/or the previous supplier. The Municipality shall promptly forward to Supplier the Customer Information received from ComEd and/or the previous supplier and each Party will promptly provide to the other Party any notices received by that Party from ComEd and/or the previous supplier concerning the accounts of Eligible or Participating Customers relevant to the Program and/or the Services provided pursuant to this Agreement.

3.1.3 Submittals to ComEd. The Municipality shall, with the assistance of Supplier, submit to ComEd (a) the "Government Authority Aggregation Form", (b) a list of Eligible Customers who are not Participating Customers because they have elected to opt out of the Program, and (c) a list of all Participating Customers, and (d) such other forms as are or may become necessary to access interval data for billing or non-billing purposes to the extent that Supplier is authorized to access such data.

3.1.4 No Municipality Obligations to Provide Services. The Parties acknowledge and agree that the Municipality is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the Municipality to provide, the Services to any person or entity, including without limitation the Supplier, the Electric Utility, the ISO/RTO, Eligible Customers, Special Billing Customers, New Customers or Participating Customers.

3.1.5 No Municipality Financial Responsibility. The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of the Municipality to any other person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, or Participating Customers.

## 3.2 Supplier Obligations.

3.2.1 Provision of Services. The Supplier will provide all of the Services described in Article 4 of this Agreement throughout the Term, including but not limited to the provision of sufficient Full-Requirements Electricity Supply to allow the Electric Utility to deliver and distribute uninterrupted electric service to all Participating Customers. The Supplier acknowledges and agrees that the Municipality is not responsible to provide, and shall not be liable to the Supplier or any Eligible Customer for any failure to provide, any Services pursuant to this Agreement.

3.2.2 Compliance with the Requirements of Law. Supplier shall comply with all Requirements of Law.

3.2.3 Supplier Press Releases. The Supplier may issue press releases concerning the Program that are approved in advance by the Municipality prior to issuance.

3.2.4 That all information provided by the Supplier to Municipality or any of its agents relating to this Agreement in any way shall be true and accurate in all respects at all times to the best of Supplier's knowledge.

3.2.5 Notwithstanding any other provision of this Agreement, Supplier shall not have an obligation to provide Full-Requirements Electricity Supply or Billing Services to a Participating Customer or New Customer as selected by Supplier pursuant to Exhibit A to receive a Tariffed Services.

## ARTICLE 4 SUPPLIER SERVICES

4.1 Full Requirements Electricity Supply: The Supplier must supply the following Full-Requirements Electricity Supply Services as provided in this Section 4.1 to Participating Customers classified as receiving Full-Requirements Electricity Supply.

4.1.1 Scheduling, Transmission and Delivery of Full-Requirements Electricity Supply.

4.1.1.1 Generally. The Supplier shall take all actions necessary to arrange for the scheduling, transmission, and delivery of Full-Requirements Electricity Supply to the Electric Utility for distribution to all Participating Customers.

4.1.1.2 Scheduling. Supplier shall schedule the Full-Requirements Electricity Supply for distribution as required by the ISO/RTO and the Electric Utility.

4.1.1.3 Distribution and Transmission Rights. Supplier will arrange for necessary distribution and transmission rights necessary for the delivery of the Full-Requirements Electricity Supply to the Electric Utility hereunder.

4.1.1.4 Transmission and Delivery to Electric Utility.

4.1.1.4.1 Transmission and Delivery. Supplier will cause to be transmitted and delivered to the Electric Utility at the Delivery Point sufficient Energy to provide continuous Full-Requirements Electricity Supply to all Participating Customers. The Municipality acknowledges that the Electric Utility, and not the Supplier, is responsible for the distribution of the Full-Requirements Electricity Supply to the Participating Customers after delivery by the Supplier to the Delivery Point, and that Supplier does not take responsibility for the distribution of the Full-Requirements Electricity Supply to Participating Customers after the Supplier provides Full-Requirements Electricity Supply to the Point of Delivery.

4.1.1.4.2 Failure of Delivery. Supplier acknowledges and agrees that if the Supplier fails to comply with any requirement related to the Full-Requirements Electricity Supply to the Participating Customers pursuant to this Agreement, including without limitation if Supplier fails to schedule all or part of the Full-Requirements Electricity Supply for any Participating Customer, Supplier shall be solely responsible for any additional costs, charges, or fees incurred because of such failure, and shall not pass through any such additional costs, charges, or fees to Participating Customers.

4.1.2 Pricing. The Supplier shall receive the Price in full payment for all Services, and shall not be entitled to any additional costs, adjustments, charges, fees, or any other payments or compensation, except that the Supplier may not impose an early termination fee on Withdrawing Customers. The Municipality acknowledges that the Price does not include sales or other consumer-based taxes applicable to Participating Customers or other taxes that are not applicable to the Supplier.

4.2 Program Implementation Services. The Supplier must supply the following Program Implementation Services as provided in this Section 4.2:

4.2.1 Opt-Out Process. Supplier, at its sole cost and expense, shall, with the assistance of the Municipality, administer the process by which Eligible Customers are provided with the opportunity to opt-out of the Program prior to its implementation (the "Opt-Out Process"), including, but not limited to, the following:

4.2.1.1 Opt-Out Notices. Supplier, at its own expense, shall be fully responsible to prepare and mail form Opt-Out Notices to all Eligible Customers as required pursuant to the Requirements of Law. Opt-Out Notices must include all information required pursuant to the Requirements of Law, including without limitation including the terms and conditions of participation in the Program, the cost to the Customer of Full-Requirements Electricity Supply under the Program,

the methods by which Customers may opt out of the Program, and the length of the Opt-Out Period. The Opt-Out Notices must prominently include the toll-free telephone number and email address to receive Opt Outs. The form and content of the Opt-Out Notices must be approved by the Municipality prior to mailing by the Supplier. In addition to the Opt-Out Notices, the Supplier will provide Participating Customers with terms and conditions for the provision of Full Requirements Electric Supply to those Participating Customers, which terms and conditions shall comply with and accurately reflect all of the requirements of this Agreement and the Requirements of Law.

4.2.1.2 Notices to Special Billing Customers. The Municipality acknowledges that the Supplier may provide notices to Special Billing Customers concerning the Program, the Price, the rates charged to Special Billing Customers under their existing service, and the opportunity for Special Billing Customers to opt in to the Program as provided in Section 4.3.9 of this Agreement. Without regard to whether it is required under Applicable Law, Municipality agrees to send pursuant to Section 4.2.1.1 notices to customers currently on Tariffed Service who will remain on Tariffed Services while participating in the program. This notice shall inform the customer of the existence of the Program and inform the customer that the customer will stay on Tariffed Services as participants.

4.2.1.3 Toll Free Number and Email Address. In addition to receiving completed Opt-Out Notices from Eligible Customers by mail, the Supplier shall, at its own expense, provide, operate, and maintain an email address for the use of Eligible Customers to opt out of the Program. The email address must be operational during normal business hours and the secure website must be operational 24 hours a day, seven days a week during the Opt-Out Period. The Opt-Out Notices must prominently include both the toll-free number and the email. In addition, Supplier will use reasonable commercial efforts to work with the Municipality to develop website content and FAQ's appropriate for posting on the Municipality's website. Supplier will be required to support Spanish speaking residents and customers with disabilities.

4.2.1.4 Reporting. During the Opt-Out Period, Supplier is responsible for receipt of all Opt-Out Notices. Supplier must assemble, track, and report to the Municipality concerning the delivery and receipt of all Opt-Out Notices to and from Eligible Customers, including without limitation providing the Municipality with complete information concerning all Eligible Customers who choose to opt-out of the Program whether by mail, telephone, or email.

4.2.2 Required Disclosures. Supplier shall provide Eligible Customers with all information required to be disclosed to Eligible Customers concerning Full-Requirements Electricity Supply and the Program pursuant to the Requirements of Law, including without limitation all information required to be included in the Opt-Out Notices.

4.2.3 Disclosure to Commission. The Municipality agrees to provide such assistance as is necessary for Supplier to provide to the ICC pursuant to 83 Ill. Admin. Code §

470.200(a) required information within three business days of the signing of this Agreement.

4.3 Enrollment Services. The Supplier must supply the following Enrollment Services as provided in this Section 4.3:

4.3.1 Record of Participating Customers. Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers and those Eligible Customers who have opted out of the Program, and shall ensure that no Eligible Customers who have opted out are enrolled in the Program.

4.3.2 Enrollment. Upon completion of the Opt-Out Process and the identification of all Eligible Customers who have opted out of the Program, the Supplier shall, at its sole cost and expense, take all actions necessary to enroll Participating Customers in the Program pursuant to the Requirements of Law.

4.3.3 Term of Enrollment. Participating Customers who do not opt out of the Program shall be enrolled in the Program by the Supplier, and shall remain enrolled in the Program until the end of the Term, unless the Agreement is terminated pursuant to its terms or the Participating Customer withdraws from the Program pursuant to Section 4.3.6 of this Agreement

4.3.4 Direct Access Service Request. The Supplier shall submit a direct access service request to ComEd for each Participating Customer or New Customer classified as receiving Full-Requirements Electricity Services from Supplier in compliance with the "standard switching" subsection of Rate RDS - Retail Delivery Service, in order to allow Full-Requirements Electricity Supply to commence.

4.3.5 Withdrawal by a Participating Customer. For Participating Customers who notify the Supplier after the completion of the Opt-Out Period that the Participating Customer desires to withdraw from the Program ("Withdrawing Customer"), the Supplier must, to the extent Withdrawing Customer was taking Full-Requirements Electricity Supply from Supplier, request that the Electric Utility drop the Withdrawing Customer from the Supplier's Full-Requirements Electricity Supply according to Requirements of the Law, which will result in restoring such Withdrawing Customer to Tariffed Service. The Supplier will not assess an early termination fee, but the Withdrawing Customer will be responsible to pay for charges incurred for service prior to the termination.

4.3.6 Customer Service Inquiries. After completion of the Opt-Out Period, Supplier must maintain and operate a toll-free telephone number and an email address for the purpose of receiving questions and comments from Participating Customers concerning the Full-Requirements Electricity Supply. The Supplier may inform Participating Customers that questions about the delivery and billing of the Full-Requirements Electricity Supply should be directed to ComEd. Supplier must promptly and courteously address customer service inquiries in a manner that meets or exceeds the ICC requirements for the operation of call centers.

4.3.7 Special Billing Customers. Subject to the Requirements of Law and due to the minimal and/or fixed nature of their existing billing rates, the following Eligible Customers shall not be automatically enrolled in the Program, but some may subsequently elect to enroll in the Program as New Customers pursuant to Section 4.3.9 of this Agreement:

4.3.7.1. Any Eligible Customer in the residential customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RTOUPP – Residential Time Of Use Pricing Pilot
- Rate RDS – Retail Delivery Service
- Rider POGNM – Parallel Operation of Retail Customer Generating Facilities with Net Metering; and
- Rate BES Customers with a Utility indicator intended to identify customers currently receiving PIPP or currently or in last 12 months receiving LIHEAP (Low Income Home Energy Assistance Program), the “16-115E Flag” per 220 ILCS 5/16-115E

4.3.7.2. Any Eligible Customer in the commercial customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RDS – Retail Delivery Service; and
- Rider POGNM – Parallel Operation of Retail Customer Generating Facilities with Net Metering

(Collectively, the "Special Billing Customers").

4.3.8 New Customers. After the commencement of the Program and the enrollment of Participating Customers, the Supplier shall, at the request of a New Customer, as defined in this Section 4.3.8, immediately enroll the following customers in the Program as Participating Customers and provide Full-Requirements Electricity Supply at the Price to extent such customers are classified by Supplier as eligible for Full-Requirements Electricity Supply from Supplier:

- 4.3.8.1. Any Eligible Customer within the Municipality that moves to a new location within the Municipality;
- 4.3.8.2. Any Eligible Customer that moves into an existing location within the Municipality; and
- 4.3.8.3 Any Eligible Customer that previously opted out of the Program during the Opt-Out Period
- 4.3.8.4 Any Eligible Customer that was inadvertently omitted from the list of Participating Customers and not enrolled in the Program; and



4.3.8.5. Any Eligible Customer with the “16-115E Flag,” per 220 ILCS 5/16-115E

(Collectively, the "New Customers").

4.4 Billing Services. The Supplier must supply the following Billing Services as provided in this Section 4.4 for all Participating Customers currently receiving Full-Requirements Electricity Supply service from Supplier pursuant to the Agreement:

4.4.1 Billing Generally. Supplier shall confirm that billing to Eligible Customers will be provided by ComEd under a consolidated billing format pursuant to "Rider PORCB – Purchase of Receivables and Consolidated Billing," and pursuant to the Requirements of Law. The Municipality acknowledges and agrees that ComEd will bill Participating Customers for the Price of the Full-Requirements Electricity Supply as part of its billing for the distribution of such supply, and that the Supplier shall not be responsible for billing Participating Customers

4.4.2 Customer Classes. Eligible Customers shall be categorized within either the residential or commercial customer classes according to the applicable rates under which they received electricity supply from ComEd prior to participating in the Program.

4.4.2.1 Residential Customer Class. The residential customer class shall include Participating Customers taking service from ComEd under the following rates:

- Residential Single Family Without Electric Space Heat Delivery Class
- Residential Single Family With Electric Space Heat Delivery Class
- Residential Multi Family Without Electric Space Heat Delivery Class
- Residential Multi Family With Electric Space Heat Delivery Class

4.4.2.1 Commercial Customer Class. The commercial customer class shall include those Participating Customers taking service from ComEd under the following rates:

- 15,000 (annual) kWhs or less small commercial customers as defined under the Requirements of Law including the ComEd Rate GAP Tariff
- Notwithstanding the preceding, any customer defined as “Rate Code B93” indicating a special rate with ComEd will be excluded from Participating Customers

4.5 Compliance Services. The Supplier shall assist the Municipality in complying with any current or future Requirements of Law concerning the operation of the Program, including without limitation the provision of reports or other information as the Municipality may reasonably request from time to time.

4.6 Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers in the Program. Supplier will update this list as new customers are added and deleted. Supplier will make this list available to the

Municipality at any time the Municipality requests the list. Additionally, within 150 days of the end of this agreement, Supplier will make the Program's load data by rate class available to the Municipality. Load data shall include:

- Historical Usage Data
- Capacity Peak Load Contribution (PLC) values and effective start and end dates
- Network Service Peak Load Contribution (PLC) values and effective start and end dates
- Meter Bill Group Number
- Rate Code

4.7 Upon request of the Municipality, Supplier agrees to implement a second (supplemental) mailing at the Supplier's cost to new residents 12 months after the beginning of a 24-month term agreement, and also a third mailing at 24 months, if a 36-month term is selected. Each of these mailings will be at the option of the Municipality. Following the initial opt-out process conducted by the Supplier, each supplemental opt out mailing shall be conducted in the same manner as the initial opt out mailing; provided, however, that no supplemental Opt-Out Notices shall be sent to (i) Participating Customers, (ii) Eligible Customers that have previously (at such customer's same service address or account) opted out of, or rescinded under, the Program, (iii) those residents who have individually selected an electric supplier other than the Supplier, or (iv) Special Billing Customers. The Supplier shall provide Full-Requirements Electricity Supply to such applicable newly Eligible Customers at the same, then-current Price as that applicable to Participating Customers. Supplier will be responsible for all costs associated with the mailing, including ComEd charges.

4.8 Should the supplier purchase Renewable Energy Credits (RECs) for this transaction, the RECs should be tracked and retired within the PJM GATS or M-RETS system if applicable. On Exhibit A, the quantity of RECs to be retired in the name of the Community should be listed and the generation type (i.e. wind and solar) labeled as meeting the minimum standards for participation in the EPA Green Power Community Program listing or not. The Supplier will provide a detailed report on the specific RECs purchased and retired for this transaction in the name of the Municipality including the Serial Numbers of all RECs, REC generation type, REC generation location, REC volume and applicable month of generation.

## ARTICLE 5 TERM

5.1 Term. This Agreement commences as of the Effective Date and is for a term of Twenty-four (24) consecutive monthly billing periods starting from the initial meter read date designated by the Municipality in consultation with the Supplier in January 2024 and expires at the end of the last day of the 24th billing cycle for the Participating Customer(s) with the latest billing cycle (the "Term").

5.2 In the event this Agreement is not renewed or terminated for any reason, including expiration according to its terms, the Municipality may choose another RES or Retail Electric Supplier and Supplier shall allow all Participating Customers to be switched to the selected RES, or all Participating Customers shall be switched by the Supplier to service with ComEd in accord with the standard switching rules and applicable notices or as otherwise required by any applicable law or regulation.

## ARTICLE 6 REMEDIES AND TERMINATION

6.1 Municipality's General Remedies. In addition to every other right or remedy provided to the Municipality under this Agreement, if the Supplier fails to comply with any of the provisions of this Agreement for reason other than a Force Majeure Event pursuant to Section 7.1 of this Agreement or a Regulatory Event pursuant to Section 7.2 of this Agreement, then the Municipality may give notice to the Supplier specifying that failure. The Supplier will have fifteen (15) calendar days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 calendar days but the Supplier promptly commences a cure and diligently pursues the cure to completion. If the Supplier fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the Supplier fails to promptly commence a cure and diligently pursue the cure to completion, then the Municipality, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:

- 6.1.1 Seek specific performance of any provision of this Agreement or seek other equitable relief, and institute a lawsuit against the Supplier for those purposes.
- 6.1.2 Institute a lawsuit against the Supplier for breach of this Agreement and, except as provided in Section 6.3 of this Agreement, seek remedies and damages as the court may award.
- 6.1.3 In the case of noncompliance with a material provision of this Agreement, declare this Agreement to be terminated in accordance with the following:
  - 6.1.3.1 The Municipality will give written notice to the Supplier of the Municipality's intent to terminate this Agreement ("Termination Notice"). The notice will set forth with specificity the nature of the noncompliance. The Supplier will have 30 calendar days after receipt of the notice to object in writing to termination, to state its reasons for that objection, and to propose a remedy for the circumstances. If the Municipality has not received a response from the Supplier, or if the Municipality does not agree with the Supplier's response or any remedy proposed by the Supplier, then the Municipality will conduct a hearing on the proposed termination. The Municipality will serve notice of that hearing on the Supplier at least 10 business days prior to the hearing, specifying the time

and place of the hearing and stating the Municipality's intent to terminate this Agreement.

6.1.3.2 At the hearing, the Supplier will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, the Municipality will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.

6.1.3.3 The decision of the Municipality must be in writing and delivered to the Supplier by certified mail.

If the rights and privileges granted to the Supplier under this Agreement are terminated, then the Supplier, within 14 calendar days after the Municipality's demand, must reimburse the Municipality for all costs and expenses incurred by the Municipality, including, without limitation, reasonable attorneys' fees, in connection with that termination of rights or with any other enforcement action undertaken by the Municipality.

6.2 Actions on Termination or Expiration of this Agreement. This Agreement shall terminate upon the expiration of the Term or an Extended Term, as applicable (with the understanding that the expiration of service for any particular Participating Customer will be tied to that customer's billing cycle), or the Municipality's termination of the Agreement pursuant to Section 6.1 or 4.1.2. Upon termination as a result of expiration of the Term (absent agreement upon an Extended Term), or upon termination as a result of expiration of an Extended Term, as applicable, Supplier shall return Participating Customers to Tariffed Service upon expiration of the Term or Extended Term, as applicable, on the first available meter read. In the event of the Municipality's termination of the Agreement prior to the end of the Term or Extended Term pursuant to Section 6.1.c, as applicable, Supplier shall return Participating Customers to Tariffed Service on the second available meter read in order to provide the opportunity for Participating Customers to identify alternate sources of electrical supply prior to returning to Tariffed Service. Participating Customers shall not be liable for any termination fee as a result of such termination or expiration in accordance with the preceding sentences of this Section 6.2. Supplier shall not be responsible to any Participating Customer for any damages or penalties resulting from the return to Tariffed Service, including claims relating to the Tariffed Service price being higher than the Price herein.

6.3 Limitation of Liability. Except for the Supplier's failure to provide Full-Requirements Electricity Supply to Participating Customers classified as eligible for Full-Requirements Electricity Supply from Supplier who have not terminated their agreement or the disclosure of Customer Information in violation of the Requirements of Law, or as otherwise specifically provided herein, in no event will either Party be liable to the other Party under this Agreement for incidental, indirect, special, or consequential damages connected with or resulting from performance or non-performance of this Agreement, irrespective of whether such claims are based upon breach of warranty, tort (including negligence of any degree), strict liability, contract, operation of law or otherwise.

## ARTICLE 7

## FORCE MAJEURE EVENTS AND REGULATORY EVENTS

7.1 Force Majeure Events. The Supplier shall not be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by a "Force Majeure Event," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the Supplier's ability to anticipate or control. . Non-compliance or default attributable to a Force Majeure Event shall be corrected within a reasonable amount of time after the Force Majeure Event has ceased.

7.2 Regulatory Event. The following shall constitute a "Regulatory Event":

- a. Illegality. It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of any new, or change in the interpretation of any existing applicable law by any judicial or government authority with competent jurisdiction.
- b. Adverse Government Action. A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.
- c. New Charges. Any material increase in generation, energy, or utility taxes or charges enacted and effective after the Effective Date of this Agreement. These charges would not be unique to Supplier's customers, but would apply to all customers in ComEd's rate classifications. The imposition of such tax or charge after the Effective Date of this Agreement is not subject to automatic pass-through in Price, but would only constitute a Regulatory Event if the imposition of the charge materially and adversely affects Supplier's ability to perform.
- d. Occurrence of Regulatory Event. **Within ten (10) days of** the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within thirty (30) days or such other period as the Parties may agree in writing, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate and close out its obligations under this Agreement.

ARTICLE 8  
INDEMNIFICATION AND INSURANCE

8.1 Indemnification. The Supplier shall indemnify and hold harmless the Municipality, its officers, employees, agents, and attorneys, from and against any third-party injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising from the Supplier's provision of the Services, except to the extent caused by the sole negligence of the Municipality. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of a 12-month term Agreement and two (2) years following either the expiration or earlier termination of a 24-month term agreement. The Municipality shall give the Supplier timely written notice of its obligation to indemnify and defend the Municipality after the Municipality's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Supplier and/or the Municipality. Nothing herein shall be construed to limit the Supplier's duty to indemnify the Municipality by reference to the limits of insurance coverage described in this Agreement.

8.2 Insurance. Contemporaneous with the Supplier's execution of this Agreement, the Supplier shall provide certificates of insurance, all with coverages and limits as set forth in Exhibit B to this Agreement. For good cause shown, the Municipality Manager, Municipality Administrator, or his or her designee may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Municipality Manager, Municipality Administrator, or his or her designee may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Municipality and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Municipality. The Supplier shall, at all times during the term of this Agreement, maintain and keep in force, at the Supplier's expense, the insurance coverages provided above.

ARTICLE 9  
CONFIDENTIAL INFORMATION

9.1 Confidential and Proprietary Information. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure and affiliates, marketing plans, financial information unrelated to the calculation of the Price or rates pursuant to the Requirements of Law, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives. Compliance by the Municipality with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. ("Illinois FOIA"), including compliance with an opinion or directive from the Illinois Public

Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Municipality, shall not be a violation of this Section.

9.2 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Supplier's Confidential Information, will be and remain the sole property of the Municipality. The Supplier must promptly deliver all Data to the Municipality at the Municipality's request. The Supplier is responsible for the care and protection of the Data until that delivery. The Supplier may retain one copy of the Data for the Supplier's records subject to the Supplier's continued compliance with the provisions of this Agreement.

9.3 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH.

9.4 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH, the ICC Order in Case No. 11-0434 issued April 4, 2012, and the provisions of ComEd's Tariff Rate GAP. Municipality shall warrant to ComEd that customer-specific information provided to the Municipality in accordance with the provisions of ComEd's Tariff Rate GAP shall be treated as confidential. To protect the confidentiality of Customer Information:

9.4.1 Supplier access to Customer Information is limited those authorized representatives of Supplier, or any third party, who have a need to know the information for purposes of this Agreement.

9.4.2 Supplier warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.

9.4.3 Supplier and Municipality acknowledge that Customer Information remains the property of the Municipality and that material breaches of confidentiality will prohibit Supplier from placing any new bids to the Municipality's subsequent Request(s) for Qualifications for a period of one year after termination of this Agreement.

9.4.4 Supplier warrants that it will delete and/or destroy the Customer Information described in Items 18 through 23 of the Company Obligations Section of ComEd's Tariff Rate GAP, and provided by Municipality, within 60 days after ComEd provides the information to Municipality. Municipality will offer its assistance to ensure that Supplier meets these requirements and deadlines.

9.5 Proprietary Rights, Survival. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Nine shall survive the conclusion or termination of this Agreement for two (2) years.

ARTICLE 10  
MISCELLANEOUS

10.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

To Municipality  
Kendall County  
111 West Fox Street  
Yorkville, IL 60560

To Supplier  
Charles C Sutton  
President  
MC Squared Energy Services, LLC  
175 W Jackson Blvd Ste 240  
Chicago IL 60604  
Fax: 877-281-1279

With a copy to:  
Kendall County  
111 West Fox Street  
Yorkville, IL 60560

With a copy to:  
Jeremiah McGair  
Senior Counsel  
Wolverine  
175 W Jackson Blvd Ste 200  
Chicago IL 60604  
Fax: 312-884-3944

10.2 Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

- a. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
- b. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
- c. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or



- judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and
- d. It has reviewed and understands this Agreement; and
  - e. It, to the extent applicable, shall comply with all the Requirements of Law.

10.3 Entire Agreement. This Agreement, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by both Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

10.4 Exhibit. Exhibits A and B attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.

10.5 Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.

10.6 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard for the conflicts of law provisions thereof.

10.7 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Exhibits hereto, the provisions of the Agreement shall control.

10.8 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

10.9 Venue. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Kendall County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.10 No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.

10.11 No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Municipality may have under Federal or state law unless such waiver is expressly stated herein.

10.12 Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.13 Authority to Sign Agreement. Each Party warrants to the other Party that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of each Party warrants to the other Party that he/she is authorized to execute this Agreement in the name of the Party for which he/she is signing.

10.14 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Municipality and the Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.

10.15 Non-Assignability. This Agreement shall not be transferred or assigned by the Supplier without the express written authorization of the Municipality, which consent shall not be unreasonably withheld, provided, that upon advance written notice to the Municipality, Supplier may assign this Agreement to an affiliate without the express authorization of the Municipality.

10.16 Counterparts. This Agreement may be executed in one or more counterparts (delivery of which may occur by facsimile or electronic mail), each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: MC Squared Energy Services, LLC

Municipality: Kendall County

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed/Typed Name: Charles C. Sutton

Printed/Typed Name: Matt Kellogg

Title: President

Title: Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A  
PRICE

Eligible Customers as defined in Section 2.11 includes all residential and small commercial Aggregation customers within the Municipality excluding customers served by other alternative retail electric suppliers (ARES), including pending “with RES” status; customers served under ComEd’s Hourly Tariffed supply service (Rate RRTP); and participants enrolled in a net metering program through ComEd or an ARES other than the Supplier.

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier service or Tariffed Service as defined in Section 2.37 of the Agreement (i.e. ComEd default tariff supply service) based on Supplier’s criteria including the customer’s usage patterns and wholesale market conditions. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Supplier or on Tariffed Service.

Eligible Customer Class Price:

Variable rate equal to the ComEd published tariff supply service costs including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement.

The Parties agree that Supplier has the right to conduct subsequent opt-out cycles to add eligible customer accounts to Supplier Service and/or return eligible accounts to ComEd’s Tariffed Service during the term of the Agreement twice annually traditionally in the spring and fall delivery periods. Supplier will provide at least thirty (30) days-notice to the municipality prior to such events.

Termination Fee for Withdrawing Customers: \$0 (zero)

Delivery Term: 24 Months

01/2024 – 01/2026

Percent of RECs:	Zero
Civic contribution:	\$2,917/monthly

Supplier will provide a monthly \$2,917 civic contribution to the Municipality for the term of the agreement. The civic contribution will be payable to the Municipality within 30 days after the last meter read cycle of each delivery month (i.e. January 2024 payment would be paid in March 2024).

MC Squared Energy Services, LLC

Municipality: Kendall County

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed/Typed Name: Charles C. Sutton

Printed/Typed Name: Matt Kellogg

Title: President

Title: Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT B

### INSURANCE COVERAGES

- A. Worker's Compensation and Employer's Liability with limits not less than:
- (1) Worker's Compensation: Statutory;
  - (2) Employer's Liability:
    - \$500,000 injury-per occurrence
    - \$500,000 disease-per employee
    - \$500,000 disease-policy limit
- Such insurance shall evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented. All employees shall be included as insureds.
- C. Comprehensive General Liability
- a. with coverage written on an "occurrence" basis with limits no less than: \$1,000,000 Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "occurrence" basis.  
Coverages shall include:
    - Broad Form Property Damage Endorsement
    - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
  - b. with coverage written on a "claims made" basis with limits no less than: \$1,000,000 Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "claims made" bases.  
Coverages shall include:
    - Broad Form Property Damage Endorsement
    - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.
- E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:
  - Worker's Compensation
  - Professional LiabilityEach such additional Insured endorsement shall identify Owner as follows: Kendall County, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.
- G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:  
Additional Insured Policy or Policies

# Kendall County – COW Meeting

## Utilities Budget, Solar Field Performance & Municipal Aggregation/Civic Grant

October 12, 2023



# Agenda

- 2023/2024 Utility Budget Variance Review
- Solar Field Production/Savings Review
- Municipal Aggregation/Civic Grant Program

# Historical Utility Budget



## Kendall County Utility History and Explanation of 2024 increase.

	2020	2021	2022	2023	2024
Electric Budget	\$ 492,343	\$ 459,055	\$ 422,078	\$ 300,596	\$ 378,021
Electric Actual Expense	\$ 524,925	\$ 455,339	\$ 328,919	\$ 314,904	\$ -
Natural Gas Budget	\$ 131,351	\$ 131,913	\$ 143,555	\$ 172,346	\$ 212,630
Natural Gas Expense	\$ 109,643	\$ 136,432	\$ 147,818	\$ 157,293	
Total Budget	\$ 623,694	\$ 590,968	\$ 565,633	\$ 472,942	\$ 590,651
Total Expense	\$ 634,568	\$ 591,771	\$ 476,737	\$ 472,197	\$ -

The large increase from 2023 compared to 2024 is due to a line item on the ComEd invoice called the Carbon Free Adjustment. In 2023 this was a net credit of (\$65,530) in budget. In 2024 this a charge of \$29,168. In total the change is \$84,698 between 2023 / 2024.

# Carbon Resource Adjustment



## What is the Carbon-Free Resource Adjustment (CFRA)?

The Carbon-Free Resource Adjustment (CFRA) was created by a provision in the Climate and Equitable Jobs Act, or CEJA.

The CFRA was meant to give a subsidy over five years to Illinois nuclear power plants (Bryon, Dresden and Braidwood) to support lower-cost carbon-free energy when market prices were below a certain level.

CEJA also requires nuclear plant owners to pay consumers in the form of a bill credit if whole energy prices skyrocketed above a certain level. The idea was that if energy prices were high, the nuclear plants would earn more and wouldn't need the extra subsidy. That led to the CFRA being a credit over most of the past year.

The CFRA, which is in effect through 2027, appears as a per-kilowatt-hour charge or credit on bills.

## What have been the charges or credit?

**Credit:** 4.306 cents per kilowatt hour (¢/kWh) from June through September 2022.

**Credit:** 4.115 ¢/kWh in October and November of 2022,

**Credit:** 2.384 ¢/kWh from December 2022 through February 2023, and

**Credit:** 0.033 ¢/kWh from March through May 2023

**Charge:** 1.241 ¢/kWh beginning in June through September.

*\*\*Progressive Business Solutions is a licensed Agent, Broker, Consultant in Illinois and not an employee of ComEd, Ameren, or MidAmerican electric utility companies. Progressive Business Solutions receives its compensation from the supplier.\*\**

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# Natural Gas Budget Variance



Natural Gas Variance due to Price Increase \$40,284. \$0.40 per therms in 2023 to \$0.60 per therms in 2024 Budget

Natural Gas Variance due to Volume Increase \$15,053. 2023 had warmer winter than normal and projecting normal weather in 2024.

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# Solar Field Savings Review



- Annual Solar Field Production
  - 3.2 Million kWh per Year
  - About 60% of your total usage
- Cost per kwh
  - 2.90 cents vs. 9.6 cents for Non Solar Electricity
- Annual Savings
  - \$190,000 per year vs. \$160,000 originally estimated
- \$0 Capital Cost for to Kendall County to build
  - Funded by Future Energy Jobs Act and GRNE Energy

*\*\*Progressive Business Solutions is a licensed Agent, Broker, Consultant in Illinois and not an employee of ComEd, Ameren, or MidAmerican electric utility companies. Progressive Business Solutions receives its compensation from the supplier \*\**

# Municipal Aggregation – Civic Grant



Aggregation - where residents save money with a Electric Supplier vs ComEd rates

\_\_\_\_\_ – in this program only roughly 1/3 of residents are enrolled in aggregation, the price is the same as ComEd, and the invoicing still comes from ComEd. The sponsoring governmental entity also receives an unrestricted civic grant. Program highlights:

**\$35,000 per year or \$70,000 for a 24-month program.** Progressive is recommending this program.

**\* – February Start Date with October Board Approval**

*\*\*Progressive Business Solutions is a licensed Agent, Broker, Consultant in Illinois and not an employee of ComEd, Ameren, or MidAmerican electric utility companies. Progressive Business Solutions receives its compensation from the supplier \*\**

MONTHLY PROGRESS REPORT

# KENDALL COUNTY

NEW OFFICE BUILDING

October 06, 2023





## September Monthly Report

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Construction Management Services

October 6, 2023

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### **Contents**

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Section 1: Project Update

Section 2: Project Cost Report

Section 3: Schedule

Section 4: Construction Field Reports and Photos

Section 5: Architectural & Engineering Field Reports

SECTION 1: PROJECT UPDATE



## **Kendall County**

### **New Office Building**

Monthly Project Summary 10/06/2023

Work Completed in September 2023

To date we have completed the following activities:

- Basement/Foundation Excavation
- Frame/Pour Foundations
- Rough in Underground Plumbing/Electric
- Stone/Prep Basement Floor Slab-on-grade
- Water Main 80%
- Storm Sewer 80%

We are currently progressing on the following activities:

- Pour Concrete Retaining Wall
- Pour Concrete Basement Floor Slab-on-grade
- Water Main Completion
- Storm Sewer Completion
- Sanitary Sewer Completion

The following phases of construction scheduled for the near future:

- Basement/Elevator Shaft CMU Install
- 1<sup>st</sup> Floor Precast Plank
- Backfill Foundations
- Earthwork South Parking Lot
- 1<sup>st</sup> Floor Underground Mechanical/Electric/Plumbing
- 1<sup>st</sup> Floor Slab-on-grade

## SECTION 2: PROJECT COST REPORT





## Kendall County

### New Office Building

#### Cost Report & Contingency Reductions Through 9/30/23

To date we have accounted for various changes that have been required due to the Yorkville and IDOT Permitting changes and other project changes recommended and from ComEd related to Primary Power to the new Building (Run Secondary from the nearest Utility Pole vs a new ComEd Transformer next to the building) that were required that occurred post award of the Contracts. An allowance was projected to account for some of these changes but not sufficient to cover all of them. We have the following Contingency Reductions that have been fully vetted and approved:

Contractors PCO #	Date Approved By Owner	Contractor	Description	Subs Potential Contingency Reduction Amount	Amount Approved	Comments
01	9/12/23	LCI	Install water proofing membrane on existing FS foundation	\$1,540	\$1,540	Owner requested
	9/12/23	Plainfield Grading	Credit for CCDD Soils Testing	(\$3,250)	(\$3,250)	CCCS Provided as a Reimbursable
01	9/12/23	Plainfield Grading	1st Round of YV Requested Changes to Water Main Delta from Water Line Change Allowance at Award	\$12,450	\$1,944	Balance (\$12,450) will come from Water Main Change Allowance. Delta from Contingency Reduction
	9/12/23	Plainfield Grading	Foundation Drain Tile around Basement	\$2,450	\$2,450	Added to provide additional belt & suspenders waterproofing at new building
	9/26/23	CSN Electric	Light pole changes Required by Yorkville during Permit Review	\$0	\$0	\$977 Allowance Reduction
02	9/26/23	CSN Electric	Secondary conduit/wiring to ComEd transformer on Fox St. Required by ComEd	\$35,200	\$33,177	Balance of \$35,200 from Remaining Allow.
1	9/26/23	TSI Comm Flooring	ASIS Revise LVT-01 and RF-1 Flooring Selections	\$1,459	\$1,459	LVT color change per finishes selection & interior design finalization
3	9/26/23	Premium Concrete	Moisture Mitigation Admixture in Slab Cost beyond built in allowance	\$12,766	\$2,766	Delta of admixture & allowance (\$10,000)
15	9/26/23	Plainfield Grading	Install sewer at elevation 631.60 - 3.4' deeper	\$4,949	\$4,949	Requested by EEI - Yorkville Engineer

The Project has utilized \$40,035 of the total Contingency value of \$505,200 that was set aside for the project for CC to monitor utilize as required to complete the project. The remaining Contingency is \$460,165 before projecting for other potential changes we have been notified are future Contingency Reduction items. We project these values based on our best estimates and/or subcontractor initial quotes to account for these potential costs on the following Cost Report in the Potential Costs To Complete Column. There are a total of \$104,880 of Potential Costs we have captured at this stage. These items are noted on the Cost Report for what they may be associated with. There are additional site utilities costs related to the Permit & Field Changes required by Yorkville plus poor soils that were encountered and required to be removed and stone brought in for the footings to have stable soils to be built on. The Geotechnical engineer flagged these and required the poor soils to be mitigated. Another item is related to the change of the stair from the South Parking lot being changed to an ADA Ramp to provide access from the South Parking lot to the lower Old Fire Station Lot so that there is an ADA accessible route form the upper south parking lot to the Old Fire Station Building. We will continue to monitor these potential costs and contingency reductions and report them on the Monthly Reports.

**SEE THE FOLLOWING COST REPORT FOR THE PROJECT FINANCIALS:**

**Kendall County**  
 New County Office Building  
 Cost Report  
 10/3/2023

Project No. 221071



		15,760	TOTAL GSF						
BID PACKAGE	RESPONSIBLE	ORIGINAL CONTRACT BASE	ALLOWANCES	BASE + ALLOW CONTRACT AMOUNT	APPROVED CONTINGENCY REDUCTION	REVISED SCHEDULE OF VALUES	EXPECTED COST TO COMPLETE	PROJECTION W/ EXPECTED COSTS	NOTES
BP #1 - Annex Demolition	Fowler Enterprises	\$50,250	\$0	\$50,250	\$0	\$50,250	\$0	\$50,250	
<b>Changes &amp; PCO's</b>									
			<b>Approved Allowance Reduction Totals:</b>		\$0				
			<b>Subcontractor Remaining Allowance:</b>		\$0				
BP #2 - General Trades	Lite Construction	\$2,100,970	\$15,000	\$2,115,970	\$1,540	\$2,117,510	\$23,672	\$2,141,182	
Misc. Signage Allowance		\$10,000							
Access Panel Allowance		\$5,000							
<b>Changes &amp; PCO's</b>									
#1: Waterproofing foundation of old firehouse					\$1,540				
#2 PR3 Handrail for Ramp to Firehouse							\$23,672		Need more backup
			<b>Approved Allowance Reduction Totals:</b>		\$0				
			<b>Subcontractor Remaining Allowance:</b>		\$15,000				
BP #3 - Excavation/Site Utilities	Plainfield Excavating	\$415,000	\$22,450	\$437,450	\$6,093	\$443,543	\$64,000	\$507,543	
Tree Removal Allowance		\$10,000							
Water Main Change Allowance		\$12,450							
<b>Changes &amp; PCO's</b>									
Credit for CCDD Soils Testing					(\$3,250)	In email. Need back up.			
Water Main Changes per IDOT & Yorkville					(\$12,450)	\$1,944	Delta of Allowance vs actual cost		
Storm, Sanitary & Water Main Changes per IDOT & Yorkville							\$40,000	Need EEA confirmation	
Undercuts required per Geotech Consultant							\$30,000	CC Estimate	
Foundation Drain Tile at Basement Footing						\$2,450	In email. Need back up.		
Excavate Firehouse Foundation for waterproofing							\$2,000	CC Estimate	
Extra Tree Removal from Allowance					(\$2,000)	CC Estimate			
Remaining Additional Allowance for Extra Tree Removal							(\$8,000)	Move \$8K to offset Utility CO's	
Change depth of SW Structure per Yorkville/EEI						\$4,949	Required by Yorkville/EEI		
			<b>Approved Allowance Reduction Totals:</b>		\$14,450				
			<b>Subcontractor Remaining Allowance:</b>		\$8,000				

**Kendall County**  
 New County Office Building  
 Cost Report  
 10/3/2023

Project No. 221071



		15,760	TOTAL GSF						
BID PACKAGE	RESPONSIBLE	ORIGINAL CONTRACT BASE	ALLOWANCES	BASE + ALLOW CONTRACT AMOUNT	APPROVED CONTINGENCY REDUCTION	REVISED SCHEDULE OF VALUES	EXPECTED COST TO COMPLETE	PROJECTION W/ EXPECTED COSTS	NOTES
BP #4 - Building Concrete	Premium Concrete Inc.	\$773,400	\$10,000	\$783,400	\$2,766	\$786,166	\$10,508	\$796,674	
Moisture Mitigation		\$10,000							
<b>Changes &amp; PCO's</b>									
Rubbed finish on retaining wall							\$5,920		Need to vet PCO #
Insulation at foundation wall							\$4,588		Need to vet PCO #
Moisture Mitigation Admixture in Slab			(\$10,000)		\$2,766				Delta of admixture & allowance
		<b>Approved Allowance Reduction Totals:</b>		\$10,000					
		<b>Subcontractor Remaining Allowance:</b>		\$0					
BP #5 - Asphalt, C&Gs, Site Concrete	Abbey Paving	\$398,500	\$0	\$398,500	\$0	\$398,500	\$0	\$398,500	
<b>Changes &amp; PCO's</b>									
		<b>Approved Allowance Reduction Totals:</b>		\$0					
		<b>Subcontractor Remaining Allowance:</b>		\$0					
BP #6 - Masonry	Jimmy Z's Masonry Corp	\$573,000	\$0	\$573,000	\$0	\$573,000	\$0	\$573,000	
<b>Changes &amp; PCO's</b>									
		<b>Approved Allowance Reduction Totals:</b>		\$0					
		<b>Remaining Allowance:</b>		\$0					
BP #7 - Roofing	Filotto Roofing	\$123,000	\$0	\$123,000	\$0	\$123,000	\$0	\$123,000	
<b>Changes &amp; PCO's</b>									
		<b>Approved Allowance Reduction Totals:</b>		\$0					
		<b>Subcontractor Remaining Allowance:</b>		\$0					
BP #8 - Painting	Nedrow Painting	\$48,700	\$0	\$48,700	\$0	\$48,700	\$0	\$48,700	
<b>Changes &amp; PCO's</b>									

**Kendall County**  
 New County Office Building  
 Cost Report  
 10/3/2023

Project No. 221071



		15,760	TOTAL GSF						
BID PACKAGE	RESPONSIBLE	ORIGINAL CONTRACT BASE	ALLOWANCES	BASE + ALLOW CONTRACT AMOUNT	APPROVED CONTINGENCY REDUCTION	REVISED SCHEDULE OF VALUES	EXPECTED COST TO COMPLETE	PROJECTION W/ EXPECTED COSTS	NOTES
		<b>Approved Allowance Reduction Totals:</b>		\$0					
		<b>Subcontractor Remaining Allowance:</b>		\$0					
BP #9 - Flooring	TSI Flooring	\$288,210	\$0	\$288,210	\$1,459	\$289,669	\$0	\$289,669	
<b>Changes &amp; PCO's</b>									
#1REV ASI5 LVT01 & RF1 Reselections									
					\$1,459				Reviewed and approved by Arch & Interiors Dept.
		<b>Approved Allowance Reduction Totals:</b>		\$0					
		<b>Subcontractor Remaining Allowance:</b>		\$0					
BP #10 - Fire Protection	CL Ducette	\$100,950	\$0	\$100,950	\$0	\$100,950	\$0	\$100,950	
<b>Changes &amp; PCO's</b>									
		<b>Approved Allowance Reduction Totals:</b>		\$0					
		<b>Subcontractor Remaining Allowance:</b>		\$0					
BP #11 - Plumbing	Omega Plumbing	\$142,500	\$0	\$142,500	\$0	\$142,500	\$1,200	\$143,700	
<b>Changes &amp; PCO's</b>									
Foundation Tile Footing excavation under footing							\$1,200		CC Estimate
		<b>Approved Allowance Reduction Totals:</b>		\$0					
		<b>Subcontractor Remaining Allowance:</b>		\$0					
BP #12 - Mechanical	Jensens Plumbing & Heating	\$404,800	\$0	\$404,800	\$0	\$404,800	\$0	\$404,800	
<b>Changes &amp; PCO's</b>									
		<b>Approved Allowance Reduction Totals:</b>		\$0					
		<b>Subcontractor Remaining Allowance:</b>		\$0					
BP #13 - Electrical	CSN Electrical LLC	\$939,008	\$3,000	\$942,008	\$33,177	\$975,185	\$5,500	\$980,685	
Exterior Light Pole Changes, Etc.		\$3,000							
<b>Changes &amp; PCO's</b>									
ASI-001 - Light Pole Changes			(\$977)						
Install secondary feeder to existing ComEd Transformer SW of Bldg			(\$2,023)		\$33,177				Balance of \$35,200 from Remaining Allow.

**Kendall County**  
 New County Office Building  
 Cost Report  
 10/3/2023

Project No. 221071



		15,760	TOTAL GSF						
BID PACKAGE	RESPONSIBLE	ORIGINAL CONTRACT BASE	ALLOWANCES	BASE + ALLOW CONTRACT AMOUNT	APPROVED CONTINGENCY REDUCTION	REVISED SCHEDULE OF VALUES	EXPECTED COST TO COMPLETE	PROJECTION W/ EXPECTED COSTS	NOTES
Add four Poke Through Floor Boxes							\$5,500		CC Estimate
Approved Allowance Reduction Totals:			\$3,000						
Subcontractor Remaining Allowance:			\$0						
BP #14 - Landscaping	Twin Oaks Landscaping	\$79,700	\$5,000	\$84,700	\$0	\$84,700	\$0	\$84,700	
Additional Plantings on Fox St.		\$5,000							
Changes & PCO's									
Approved Allowance Reduction Totals:			\$0						
Subcontractor Remaining Allowance:			\$5,000						
BP #15 - Elevator	Otis Elevator	\$92,693	\$0	\$92,693	\$0	\$92,693	\$0	\$92,693	
Changes & PCO's									
Approved Allowance Reduction Totals:			\$0						
Subcontractor Remaining Allowance:			\$0						
BP #16 - Building Automation System	TBD	\$60,000	\$0	\$60,000	\$0	\$60,000	\$0	\$60,000	
Changes & PCO's									
Approved Allowance Reduction Totals:			\$0						
Subcontractor Remaining Allowance:			\$0						
Original Total Allowances:			\$55,450						
TOTAL ALLOWANCES USED:			\$27,450						
Remaining Total Allowance Amount:			\$28,000						
<b>TOTAL PROJECT HARD COST BUDGET:</b>				\$6,646,131	\$45,035	\$6,691,166	\$104,880	\$6,796,046	
CM General Conditions/Gen Reqmts	CCCS			\$593,121		\$593,121		\$593,121	
CM Fee	CCCS			\$369,715		\$369,715		\$369,715	
Insurance	CCCS			\$94,000		\$94,000		\$94,000	
Architecture Fees	CCA			\$642,137		\$642,137		\$642,137	
Preconstruction	CCCS			\$30,000		\$30,000		\$30,000	
Interior Fee	CCCS			\$12,000		\$12,000		\$12,000	
Landscape Design	Erikkson Eng.			\$9,000		\$9,000		\$9,000	
Civil Engineering	Erikkson Eng.			\$42,500		\$42,500		\$42,500	
Survey/Layout	Various			\$20,000		\$20,000		\$20,000	
Geotech & Testing	Various			\$22,560		\$22,560		\$22,560	

**Kendall County**  
 New County Office Building  
 Cost Report  
 10/3/2023

**Project No. 221071**



		15,760	TOTAL GSF						
BID PACKAGE	RESPONSIBLE	ORIGINAL CONTRACT BASE	ALLOWANCES	BASE + ALLOW CONTRACT AMOUNT	APPROVED CONTINGENCY REDUCTION	REVISED SCHEDULE OF VALUES	EXPECTED COST TO COMPLETE	PROJECTION W/ EXPECTED COSTS	NOTES
Permits	Various			\$11,750		\$11,750		\$11,750	
Reimbursables	CCCS			\$2,500		\$2,500		\$2,500	
FF&E and Owner Costs	Miscellaneous			\$397,496		\$397,496		\$397,496	
Fiber Tie In to Campus Bldgs	National Technologies			\$29,344		\$29,344		\$29,344	
Construction Contingency	CCCS			\$505,200		<b>\$460,165</b>	<b>(\$104,880)</b>	<b>\$355,285</b>	
<b>TOTAL PROJECT BUDGET:</b>				<b>\$9,427,454</b>	<b>\$45,035</b>	<b>\$9,427,454</b>	<b>\$0</b>	<b>\$9,427,454</b>	

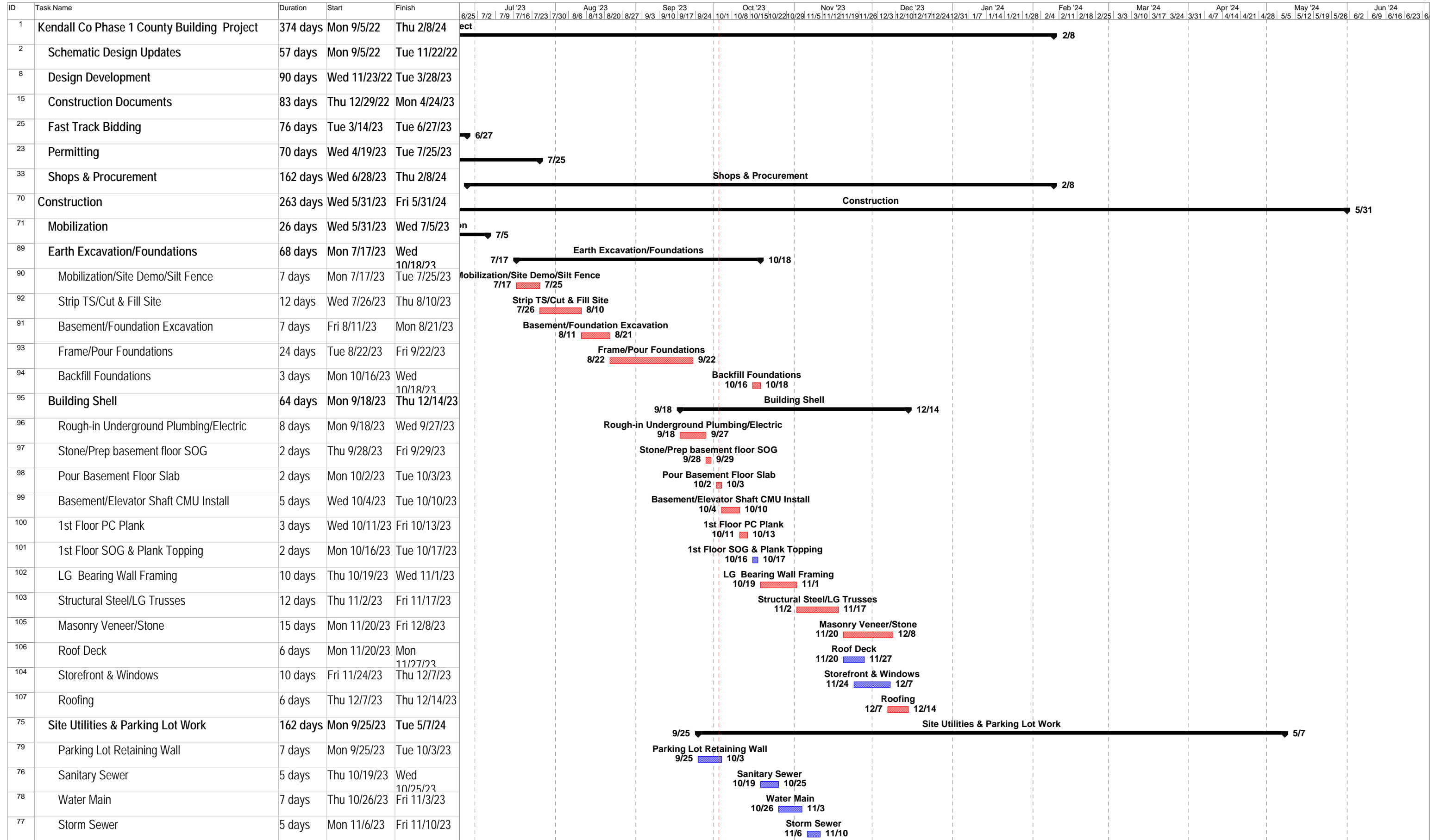
<b>ORIGINAL CONTRACT VALUE BEFORE CHANGES:</b>	<b>\$9,427,454</b>
<b>Remaining Contingency Value with Adjustments before Expected Cost to Complete:</b>	<b>\$460,165</b>
<b>Remaining Contingency Value with Adjustments + Expected Cost to Complete:</b>	<b>\$355,285</b>

## SECTION 3: SCHEDULE





### Kendall County Phase One County Building Project Schedule Tue 10/3/23





SECTION 4: CONSTRUCTION  
FIELD REPORTS AND PHOTOS

<https://www.kendallcountylil.gov/transparency/facilities-projects/-folder-1736>



## Kendall County – New Office Building

### Cost Report & Contingency Reductions Through 9/30/23

- To date we have accounted for various changes that have been required due to the Yorkville and IDOT Permitting review.
- Other project changes were recommended by ComEd related to Primary Power to the new Building (Run Secondary conduit & copper from the nearest Utility Pole vs a new ComEd Transformer next to the building) that were required and occurred post award of the Contracts.
- An allowance was projected to account for some of these changes but not sufficient to cover all of them. We have the following Contingency Reductions that have been fully vetted and approved:

Contractor PCO #	Date Approved By Owner	Contractor	Description	Potential Contingency Reduction Amount	Contingency Reduction Amount Approved	Comments
01	9/12/23	LCI	Install water proofing membrane on existing Firehouse foundation while excavator was on site	\$1,540	\$1,540	Owner requested
	9/12/23	Plainfield Grading	Credit for CCDD Soils Testing	(\$3,250)	(\$3,250)	Cordogan Clark(CC) Provided as a Reimbursable
01	9/12/23	Plainfield Grading	1st Round of Yorkville Requested Changes to Water Main & Site Utilities from the \$12,450 Water Line Change Allowance in their Contract	\$12,450	\$1,944	Balance of Change cost (\$1,944) will come from Contingency Reduction
	9/12/23	Plainfield Grading	Foundation Drain Tile around Basement to Enhance Waterproofing of Basement	\$2,450	\$2,450	Added to provide additional belt & suspenders waterproofing at new building
	9/26/23	CSN Electric	Light pole changes Required by Yorkville during Permit Review	\$977	\$0	\$977 Allowance Reduction pulled out of the \$3,000 Contract Allowance
02	9/26/23	CSN Electric	Cost of running Secondary conduit/wiring to transformer on Fox St. Required by ComEd vs a ground mounted ComEd Transformer adjacent to new Building	\$35,200	\$33,177	Used the remaining Contract Allowance of \$2,023 to offset some of the \$35,200 cost
1	9/26/23	TSI Comm Flooring	Revise Stair Rubber Flooring to coordinate with nes LVT color selection	\$1,459	\$1,459	Stair Rubber Floor color change per finishes selection & interior design finalization

3	9/26/23	Premium Concrete	Moisture Mitigation Admixture in Concrete Slab Cost beyond built in allowance	\$12,766	\$2,766	Delta of admixture & allowance (\$10,000)
15	9/26/23	Plainfield Grading	Install sewer at elevation 631.60 - 3.4' deeper	\$4,949	\$4,949	Requested by EEI - Yorkville Engineer
<b>CONTINGENCY REDUCTIONS APPROVED IN SEPTEMBER 2023:</b>						<b>\$45,035</b>

### Contingency Report & Potential Future Change Orders

- The Project has utilized \$45,035 of the total Contingency value of \$505,200 that was set aside for Cordogan Clark to monitor and utilize as required to complete the project.
- The remaining Contingency is \$460,165 before projecting possible future change orders.
- We project these values based on our best estimates and/or subcontractor initial quotes to account for these potential costs on the following Cost Report in the Potential Costs To Complete Column.
- There are a total of \$119,401 of Potential Costs we have captured at this stage. These items are noted on the Cost Report for what they are associated with.
- There are additional site utilities costs related to the Permit & Field Changes required by Yorkville.
- Poor soils were encountered and required to be removed and stone brought in for the footings to have stable soils to be built on. The Geotechnical engineer flagged these and required the poor soils to be mitigated.
- Another item is related to the change of the stair from the South Parking lot being changed to an ADA Ramp to provide access from the South Parking lot to the lower Old Fire Station Lot so that there is an ADA accessible route form the upper south parking lot to the Old Fire Station Building.
- We will continue to monitor these potential costs and contingency reductions and report them on the Monthly Reports.

**SEE THE FOLLOWING COST REPORT FOR THE PROJECT FINANCIALS:**

**Kendall County**  
**New County Office Building**  
**Cost Report**  
 10/11/2023

Project No. 221071



		15,760	TOTAL GSF							
BID PACKAGE	RESPONSIBLE	ORIGINAL CONTRACT BASE	ALLOWANCES	BASE + ALLOW CONTRACT AMOUNT	APPROVED CONTINGENCY REDUCTION	REVISED SCHEDULE OF VALUES	EXPECTED COST TO COMPLETE	PROJECTION W/ EXPECTED COSTS	NOTES	TOTAL COST / GSF
<b>BP #2 - General Trades</b>	Lite Construction	\$2,100,970	\$15,000	\$2,115,970	\$1,540	\$2,117,510	\$0	\$2,117,510		\$134.36
Misc. Signage Allowance		\$10,000								
Access Panel Allowance		\$5,000								
#1: Waterproofing foundation of old firehouse					\$1,540					
Approved Allowance Reduction Totals:			\$0							
Subcontractor Remaining Allowance:			\$15,000							
<b>BP #3 - Excavation/Site Utilities</b>	Plainfield Excavating	\$415,000	\$22,450	\$437,450	\$6,093	\$443,543	\$0	\$443,543		\$28.14
Tree Removal Allowance		\$10,000								
Water Main Change Allowance		\$12,450								
Credit for CCDD Soils Testing					(\$3,250)				In email. Need back up.	
Water Main Changes per IDOT & Yorkville			(\$12,450)		\$1,944				Delta of Allowance vs actual cost	
Foundation Drain Tile at Basement Footing					\$2,450				In email. Need back up.	
Change depth of SW Structure per Yorkville/EEI					\$4,949				Required by Yorkville/EEI	
Approved Allowance Reduction Totals:			\$12,450							
Subcontractor Remaining Allowance:			\$10,000							
<b>BP #4 - Building Concrete</b>	Premium Concrete Inc.	\$773,400	\$10,000	\$783,400	\$2,766	\$786,166	\$0	\$786,166		\$49.88
Moisture Mitigation		\$10,000								
Moisture Mitigation Admixture in Slab			(\$10,000)		\$2,766				Delta of admixture & allowance	
Approved Allowance Reduction Totals:			\$10,000							
Subcontractor Remaining Allowance:			\$0							
<b>BP #9 - Flooring</b>	TSI Flooring	\$288,210	\$0	\$288,210	\$1,459	\$289,669	\$0	\$289,669		\$18.38
<b>Changes &amp; PCO's</b>										
#1REV ASI5 LVT01 & RF1 Reselections					\$1,459				Reviewed and approved by Arch & Interiors Dept.	
Approved Allowance Reduction Totals:			\$0							
Subcontractor Remaining Allowance:			\$0							
<b>BP #13 - Electrical</b>	CSN Electrical LLC	\$939,008	\$3,000	\$942,008	\$33,177	\$975,185	\$0	\$975,185		\$61.88
Exterior Light Pole Changes, Etc.		\$3,000								
Install secondary feeder to existing ComEd Transformer SW of Bldg			(\$2,023)		\$33,177				Balance of \$35,200 from Remaining Allow.	
Approved Allowance Reduction Totals:			\$2,023							
Subcontractor Remaining Allowance:			\$977							
Construction Contingency	CCCS			\$505,200	\$45,035	#REF!	#REF!	#REF!		
<b>Remaining Contingency Value</b>				<b>\$460,165</b>						



**PROJECT PROPOSAL**

**Company**

Helm Service  
2283 Business US 20 East  
Freeport, IL 61032  
Ph: 815-990-0064

Proposal Date: 10/04/2023  
Proposal Number:

**Bill To Identity**

Kendall County Facilities Management  
804 John Street  
Yorkville, Illinois 60560  
Dan Polvere

**Agreement Location**

Kendall County  
Yorkville, IL 60560

**RE: Kendall County Boiler retrofit-revised**

Dear Dan,

Helm Service would like to thank you for the opportunity to provide this proposal for your consideration.

Helm Service is an Awarded Vendor through the Equalis Group Cooperative Purchasing Organization. As an Awarded Vendor, Helm Service offers Equalis Group members the opportunity to purchase products at discounted pricing without the delay and expense of going out to bid.

**Helm Group & Equalis Group Publicly Procured Master Agreement Contract #R10-1132B:**  
Region 10 Education Service Center (Region 10), and Equalis Group Lead Agency, issued RFP #R10-1132 for HVAC Installers & Energy Management Services on 1/28/2022 and subsequently entered into Contract #R10-1132B with Helm Group. Contract Information  
**Initial Term Through:** 4/30/2025  
**Renewable Through:** 4/30/2027

Additional information regarding the procurement process and contract award can be found on the Helm group Page (<https://equalisgroup.org/helm-group/>) at the Equalis Group website, including the Helm Group products and services available through the Master Agreement, RFP and scoring documents, the Master Agreement between Region 10 and Helm Group, and pricing/discount model.

As a member of the Equalis Group, this procurement vehicle is immediately available to **Kendall County**.

**Kendall County Equalis Member #:EG-0033936 Project  
Scope Helm/Equalis PQN #:1577968**

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The 2 existing HW boilers are at or beyond Ashrae useful life. The boilers are also set up with a three-way mixing valve to reset water temperature to the system.

We would propose to replace those 2 boilers with 2 Fulton EXE-500 on condensing boilers and eliminate the three-way valve which would also clean up the piping in the mechanical room. By installing condensing boilers, and since you operate the hot water system all summer, you will maximize the amount of operating hours in the condensing mode. The condensing mode is the highest efficiency mode the boiler can run in.

Our goal would be to keep the boilers online, and running as cold of return water as possible, all the while staying at the lowest firing rate possible. We would recommend keeping the existing boiler pumps and building pumps intact in order to keep the budget for this project lower.



Our new boilers would have a very similar capacity to your existing equipment, and would operate in a lead/lag fashion. These boilers will operate more efficiently all year long, but especially in the spring, summer, and fall.

They should also qualify for utility incentives, and we will assist in that process.

Please see our scope below:

- Provide and install two new condensing hot water boilers of similar capacity.
- Reconfigure the piping in the boiler room to eliminate the three-way valve
- Install new exhaust flue and new OA intake thru south wall
- Insulate all new piping
- Re-use the air separator, expansion tank, water pumps and building pumps.
- Allowance of \$12k estimated to disconnect/reconnect Boiler ena, status, alarm, and hwt for each of the 2 boilers, and for repair of the piping on the other side of the boiler room wall.
- Owner to assist with draining/filling/venting

.....\$198,530 (Equipment material and subcontract costs are approx \$114k, Labor costs are approx \$85k)

#### **Clarifications:**

- Please note –We are not responsible for delays in equipment/material deliveries due to COVID-19. With current environment, pricing is subject to change pending any equipment cost increases.
- Work to be performed during normal working hours of 7:00am thru 3:30pm, Monday thru Friday.
- *This proposal, scope, and price is the proprietary property of Helm Service and is for our Client's use only, as it is to be utilized for the agreement evaluation.* This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Helm Service, which is not expressed herein. No party shall alter this agreement. This proposal will become a binding Agreement only after acceptance by Client and approval by an officer of Helm Service as evidenced by their signatures below. All rights to any designs presented are retained by Helm Service.
- Proposal valid for 30 days.

#### **Exclusions:**

- The scope of this proposal does not include the replacement of any other components of the mechanical or controls systems that are not specifically listed in this proposal.
- Temporary HVAC equipment or rental equipment.
- Permits, Inspection fees of any kind.
- Isolation valves, strainers, check valves, etc. unless specifically noted.
- Electrical work of any kind, starters, disconnects, VFD's wire, conduit, breakers, fuses, etc. Unless noted above.





- Roofing, cutting, patching, flashing, painting.
- All work associated with Fire/Life Safety, including interfaces and interlocks to the Fire Alarm System, smoke detectors, fire dampers, smoke control dampers, and smoke/fire dampers.
- Structural building/walls; cutting, patching, and coring.
- Payment and performance bonds.
- All responsibility for Lead and asbestos identification, abatement, removal, and disposal prior to start of job.

Thank you for the opportunity. We look forward to working with you.

**Tom Burke**

Business Development | Helm Service  
 815-990-0064 **cell**  
 tburke@helmgroupp.com

**Maria Dierking**

Business Development | Helm Service  
 815-990-0496 **cell**

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the “Agreement”), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

**Contractor**

*Tom Burke*

\_\_\_\_\_  
 Signature (Authorized Representative)  
 Tom Burke  
 Name (Print/ Type)  
 815-990-0064  
 Phone  
 2/28/2023                      P01402  
 Date                                      Proposal #

**Customer**

\_\_\_\_\_  
 Signature (Authorized Representative)  
 \_\_\_\_\_  
 Name (Print/ Type)  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date                                      PO#



## **HELM SERVICE PROJECT - TERMS AND CONDITIONS**

1. TERMS: IF THIS CONTRACT INVOLVES THE PURCHASE OF MATERIALS AND EQUIPMENT ONLY, THE PURCHASE PRICE SHALL BE PAYABLE AT THE TIME OF DELIVERY OF THE MATERIALS AND/OR EQUIPMENT; IF THIS CONTRACT INVOLVES LABOR OR LABOR AND MATERIALS AND EQUIPMENT, PROGRESS BILLINGS WILL BE SUBMITTED COVERING MATERIALS AND EQUIPMENT DELIVERED TO THE JOB SITE OR STORED IN ACCEPTABLE STORAGE FOR DELIVERY TO THE JOB SITE. THIS PROGRESS BILLING WILL ALSO INCLUDE LABOR WHICH HAS BEEN EXPENDED ON THE JOB OR DIRECTLY CONCERNED WITH THE JOB. THIS PROGRESS BILLING AMOUNT WILL BE DUE TEN DAYS AFTER BILLING DATE. FOR JOBS WHICH REQUIRE RETENTION, A RETENTION AMOUNT OF FIVE PERCENT WILL BE WITHHELD. IT WILL BECOME DUE AND PAYABLE AT THE COMPLETION OF HELM SERVICE'S PORTION OF THE PROJECT.

2. Title to the materials and equipment shall remain with Helm Service until the customer has paid the total price in full, and if the customer should fail to make any payment to Helm Service as the same becomes due or the customer fails to perform any other obligation under this contract, Helm Service may take possession of the materials and equipment.

3. Helm Service warrants that its labor and installation shall be done in a good and workmanlike manner and shall be free from defects for a period of one year after completion of the installation. Helm Service warrants that all equipment and materials furnished will be new unless otherwise specified in this contract, and that Helm Service has good title thereto. Helm Service does not warrant the quality of the equipment and materials furnished in any respect and the customer's remedy for defects in the equipment and materials shall be against Helm Service's suppliers or the manufacturers of the materials and equipment. Helm Service will deliver all manufacturers' written warranties to the customer upon completion of installation. UNDER NO CIRCUMSTANCES WILL HELM SERVICE BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFITS, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S, TENANTS, OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

4. Once the equipment and materials have been delivered to the job site, the Customer assumes all risk of damage to same, by any cause, except that brought about by the negligence of Helm Service and its employees. The customer shall carry all Risk, Property Insurance to the full value of the materials and equipment and name Helm Service as an Additional Insured to the extent of its interest. The Customer shall be responsible for purchasing and maintaining such liability insurance as will protect him against claims which may arise from operations under the Contract.

5. Helm Service will obtain Liability and Workers' Compensation Insurance protecting it against claims which may arise from operations under the contract.

6. Helm Service will make delivery or installation, when provided herein, within a reasonable time after this contract is entered into, but it will not be responsible for delays caused by unavailability of machinery, equipment, materials or parts, shipper's delays, strikes, lockouts, restrictions imposed by civil or military authority, priority regulation of some governmental body, insurrection or riot, or any other cause beyond Helm Service's control. If a time for performance is stated in this agreement, it shall be deemed to be an estimate only. If Helm Service is required to make some installation under this contract, the customer shall be responsible for putting the premises in a satisfactory condition including furnishing electric power, light, heat, and water so that installation can start promptly and be completed efficiently.

7. If Helm Service shall fail to perform any of its obligations under this contract and fails to perform after the customer gives Helm Service ten (10) days' written notice of the specific deficiencies, the customer may have someone else complete the performance, but Helm Service's liability shall be limited to what it reasonably costs the customer to obtain completion of Helm Service's obligations under this contract. If Helm Service fails to perform any of its obligations under this contract, the customer, at customer's option, and without being required to do so, may cancel this contract by giving Helm Service ten (10) days written notice.

8. If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of Helm Service or if the Project should be stopped for a period of thirty (30) days by Helm Service for the customer's failure to make payment thereon as provided in Paragraph 1, then Helm Service may upon seven (7) days written notice to the customer terminate this agreement and immediately recover from the customer payment for all work to date and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

9. In the event either party must commence a legal action to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting or defending the claim as the case might be.

10. The Customer shall not leave any of the equipment or systems furnished or installed by Helm Service in operation until the customer has approved and accepted same and paid Helm Service the price in full.

11. Any written notice required under this contract may be delivered personally to the other party or mailed as certified mail, return receipt requested, to the other party's address as it appears in this agreement or as given to the other party by written notice during the terms of this contract.

12. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Helm Service, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Helm Service.

Discussion re: Replacement of (2) Hot Water Boilers in the Public Safety Center

- The first sign of failure to one of the two Weil-McLain boilers when water was detected leaking around the Cap.
- Arlip Mechanical was contacted when additional water was discovered to be leaking from the cast iron boiler sections.
- After contacting Weil-McLain, Arlip was informed that they no longer make cast iron replacement sections for this boiler. They were discontinued and don't have stock.
- The reason they have been discontinued is because the Department of Energy has adopted more stringent energy conservation standards for commercial boilers.
- Received a proposal from Helm Service for not-to-exceed \$210,000 to: 1) replace two boilers with condensing boilers, 2) reconfigure the piping in the boiler room to eliminate the three-way valve, 3) install new exhaust flue, 4) insulate all new piping, 5) re-use the air separator, expansion tank, water pumps and building pumps and 6) includes a \$12,000 allowance for controls cost and repair of the piping on the other side of the boiler room wall.
- Equipment, material, and subcontract costs are approximately \$115,000 and labor costs are approximately \$85,000 with a 5% project contingency.
- We have asked both Cordogan Clark and Arlip to review the Helm proposal from an installation, energy savings and long-term servicing aspect. They agree replacing the existing with (2) new Fulton EXE-500 condensing boilers is the most efficient option.

**AGREEMENT FOR DISBURSEMENT AND USE OF KENDALL COUNTY'S  
AMERICAN RESCUE PLAN ACT FUNDS**

THIS AGREEMENT (“Agreement”) is made and entered into on this 17th day of October, 2023 by and between the County of Kendall, Illinois, a unit of local government (“County”) and the Village of Newark, a unit of local government (“Grantee”), UEI #TJTCEES9K935. For purposes of this Agreement, the County and Grantee shall hereinafter collectively be referred to as “the Parties”.

**RECITALS**

WHEREAS, the United States Department of Treasury (“Treasury”) launched the Coronavirus State and Local Fiscal Recovery Fund, Assistance Listing 21.027 (“Recovery Fund”), which was established by the American Rescue Plan Act of 2021 (“ARPA”), to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments; and

WHEREAS, the Treasury determined the County is an eligible local government that will be receiving approximately twenty-five million dollars (\$25,000,000) in Recovery Funds (FAIN SLFRP1804) from the United States Government; and

WHEREAS, the County’s share of the Recovery Funds are subject to the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, as executed by the County on May 18, 2021 (“Award Terms and Conditions”); and

WHEREAS, the Federal Award Date for the County’s Recovery Funds was May 20, 2021; and

WHEREAS, the Treasury issued guidelines identifying the authorized use of Recovery Funds allocated to local governments under the ARPA (hereinafter referred to as the “Final Rule”); and

WHEREAS, pursuant to the Final Rule, the County can use its allocated Recovery Funds for any one or more of the following authorized uses: (1) to respond to the public health emergency created by the COVID-19 pandemic (“pandemic”) or the pandemic’s negative economic impacts; (2) to provide premium pay to eligible workers performing essential work during the public health emergency; (3) to provide government services to the extent of the reduction in revenue due to the public health emergency; and (4) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, within the eligible use categories outlined above, the Final Rule provides the County with the flexibility to determine how best to use payments from the Recovery Funds to meet the needs of the County's communities and population; and

WHEREAS, the Final Rule permits the expenditure of Recovery Funds for investments in water, sewer, and broadband infrastructure; and

WHEREAS, Grantee is located in Kendall County; and

WHEREAS, Grantee owns and operates a water treatment plant; and

WHEREAS, Grantee intends to replace the pressure filters in that portion of its water treatment plant commonly known as the "South Plant"; and

WHEREAS, the County finds that providing a portion of its Recovery Funds to Grantee for replacement of the pressure filters in the South Plant is a necessary investment in water infrastructure; and

WHEREAS, the County, as the jurisdiction responsible for disbursement of its Recovery Funds, is authorizing the subaward of a portion of the County's Recovery Funds to Grantee (pursuant to the terms and conditions set forth in this Agreement) for the purpose of making necessary investments in water infrastructure by replacing the pressure filters in Grantee's South Plant.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

**1. Recitals**

The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

**2. County's Obligations**

In consideration for Grantee's execution of this Agreement, the County agrees to the following:

- a. Pursuant to the terms and conditions set forth in this Agreement, the County agrees to disburse a portion of its Recovery Funds to Grantee in the amount of Fifty-Eight Thousand Eight Hundred Seventy-Five Dollars and Zero Cents (\$58,875.00) to be used by Grantee for the purpose of replacing the pressure filters in Grantee's South Plant. Said amounts actually disbursed to Grantee shall hereinafter be referred to as "Grant funds."

- b. The Grant funds set forth in Paragraph 2(a) shall be disbursed by the County to Grantee in one lump sum.

**3. Grantee's Obligations**

- a. Grantee understands and agrees it shall use the Grant funds only for the purpose of replacing the pressure filters in the South Plant.
- b. Grantee must spend all Grant funds no later than December 20, 2024 (the "allowable spending period"). If Grantee has not spent all of the Grant funds by the end of the allowable spending period, Grantee must return all remaining Grant funds to the County within thirty (30) calendar days after Grantee's allowable spending period ends.
- c. If Grantee uses the Grant funds for any purpose other than replacing the pressure filters in the South Plant (hereinafter referred to as an "Improper Purpose"), Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.
- d. Grantee affirms its drinking water system will comply with any applicable requirements of the Safe Drinking Water Act and all applicable federal and state drinking water standards and regulations.
- e. By signing this Agreement, Grantee affirms that Grantee may not use its Grant funds as a non-federal match for other federal programs whose statute or regulations bar the use of federal funds to meet matching requirements. If Grantee uses its Grant funds for such purpose, this shall also be deemed an Improper Purpose, and Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.
- f. Grantee agrees it shall not use its Grant funds for an expense for which it has already received, or will receive reimbursement or payment from another federal, state, local, or private program designed to provide relief from the pandemic.
- g. Grantee agrees to comply with ARPA, the Award Terms and Conditions, the Final Rule (including all subrecipient monitoring and reporting requirements), and all interpretive guidance issued by the Treasury regarding Recovery Funds. Grantee also agrees to comply with all applicable requirements set forth in the Uniform

Guidance for Federal Awards (2 C.F.R. 200 *et seq.*), the Single Audit Act, and all other applicable federal and state statutes, regulations, and executive orders.

- h. Grantee shall maintain all original records relating to its use of the Grant funds for a period of at least ten (10) years after the Grant funds are spent or the period of time required by other state or federal law, whichever is longer.
- i. As a recipient of some of the County's Recovery Funds, Grantee understands and agrees that it must take any and all steps necessary to assist the County with the County's reporting requirements on the use of Grantee's Grant funds. Such steps will include, but are not limited to the following:
  - i. Ninety (90) calendar days after receiving the Grant funds, Grantee shall file a written report with the County that includes the following information: (a) the amount of Grant funds spent by Grantee during that three month period; (b) sufficient detail describing how the Grant funds were used by Grantee during that three month period; and (c) supporting documentation evidencing how the Grant funds were used by Grantee. Grantee agrees to provide any additional information and supporting documentation requested by the County in this report, as the County sees fit. Grantee shall continue to file these written reports every ninety (90) days to include the above information for each 90-day period.
  - ii. Within five (5) calendar days after the allowable spending period ends, Grantee shall file a final written report with the County that includes the following information: (a) the amount of Grant funds spent by Grantee in the time since Grantee's previous report; (b) sufficient detail describing how the Grant funds were used by Grantee since the time period covered by Grantee's previous report; (c) supporting documentation evidencing how the Grant funds were used since the time period covered by Grantee's previous report; and (d) the amount, if any, of unused Grant funds being returned to the County at the conclusion of the allowable spending period. Grantee agrees to provide any additional information and supporting documentation requested by the County in this report as the County sees fit.

- iii. At any other time, the County, its auditor, or legal counsel may request Grantee provide additional information and records relating to Grantee's use of the Grant funds. Grantee agrees to comply with such a request within ten (10) business days of receiving such a request and to otherwise work collaboratively with the County to ensure compliance with ARPA.
- j. Grantee agrees to (a) fully comply with all applicable requirements of the Illinois Prevailing Wage Act; (b) notify all contractors and subcontractors that the construction of any public work using Grant funds shall be subject to the Illinois Prevailing Wage Act; and (c) include all notices required by statute and the Illinois Department of Labor in any contracts using Grant funds. In the event Grantee fails to comply with the notice requirements set forth in the Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines, and liabilities incurred for Grantee's, contractor's, and/or subcontractor's violation of the Prevailing Wage Act.
- k. If Grantee uses Grant funds to pay a contractor or subcontractor to perform work for Grantee, Grantee must ensure that such contracts include provisions incorporating all of the following:
  - i. The contractor/subcontractor agrees to comply with all applicable provisions of ARPA, the Final Rule, 2 C.F.R. 200 *et seq.* and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders.
  - ii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
  - iii. The Illinois Human Rights Act, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
  - iv. The Davis Bacon Act, 40 U.S.C. 3141 *et seq.* as necessary.
  - v. The Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as necessary.



- vi. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work using Grant funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the County as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the County. Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the County during the work.
- l. Grantee agrees that the maintenance of any work constructed in whole or in part with Grant funds will be the responsibility of Grantee, and Grantee alone. Further, Grantee shall be responsible for any future repair or replacement deemed necessary for said work. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of County to finance, maintain, repair, replace, or otherwise control the resulting work.
- m. Grantee certifies that Grantee and its officials are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). Grantee further certifies by signing this Agreement that Grantee and its officials have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has Grantee made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of Grantee been so convicted nor made such an admission.
- n. Grantee, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights

Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. Grantee, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

**4. Assignment**

This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

**5. Non-appropriation**

The sole source of the Grant funds shall be from the County's received Recovery Funds. The County shall not be obligated to fund the Grant from any other source. If the County does not receive sufficient Recovery Funds to satisfy all or part of the County's obligations under this Agreement, the County's obligation to provide the Grant funds to Grantee shall be suspended unless and until such Recovery Funds are received by the County. Also, Grantee understands and agrees the County's disbursement of Grant funds to Grantee, as set forth in this Agreement, is contingent on the Kendall County Board's appropriation and disbursement of those funds. Grantee understands and agrees that the sole and exclusive decision as to whether or not to appropriate and disburse Recovery Funds to Grantee lies within the discretion of the Kendall County Board.

**6. Remedies**

- a. The County, by disbursing Grant funds to Grantee, does not guarantee to Grantee that Grantee's intended use of the Grant funds complies with the requirements of ARPA. By signing this Agreement, Grantee affirms that its use of the Grant funds qualifies for funding under ARPA. The County reserves the right to demand immediate repayment from Grantee of any Grant funds the County determines, in

its sole discretion, were used for a purpose that does not meet the criteria of ARPA, the Final Rule, and/or any other Treasury guidelines associated with disbursement of funds under ARPA.

- b. If the County determines, in its sole discretion, the Grantee has submitted any false, inaccurate, or misleading information to the County, the County may demand immediate repayment from Grantee of all funds and shall not be obligated for any further disbursements.
- c. If Grantee's records are needed to justify an expense to the Treasury or any other office, official, or department which is responsible for auditing disbursements of ARPA funds, failure by Grantee to promptly provide these records, for any reason including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Grantee shall be responsible for repayment of any funds the Treasury or other appropriate office, official, or department finds were improperly used, unsupported, or unverified. Additionally, Grantee agrees to indemnify the County and make the County whole for any penalty assessed against the County based upon Grantee's failure to retain or provide records.
- d. Any other breach of this Agreement by Grantee may, at the sole discretion of the County, result in immediate termination of the Agreement and/or a demand for immediate repayment of all Grant funds. Grantee must return all Grant funds to the County within thirty (30) calendar days after the County issues a demand for immediate repayment pursuant to this paragraph.

**7. Indemnity**

If the Treasury, or any other person, official, or department which is charged with the auditing and review of expenditures of Recovery Funds determines that Grantee's use of such funds was not permitted under ARPA, Grantee agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies seek to recoup or collect, either by litigation, or by withholding other federal funds owed to the County.

Grantee further agrees to indemnify, reimburse, and make whole the County for any penalties associated with the United States government seeking to recoup the expended Grant funds including interest and/or any other penalty provided by law.

Grantee agrees to hold the County harmless for any evaluation or advice which the County provided to Grantee as to whether Grantee's use of Grant funds is a permissible use under ARPA.

In addition to all of the above, Grantee shall indemnify, hold harmless and defend with counsel of County's own choosing, County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement and any breach by Grantee of any representations or warranties made within the Agreement (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Grantee in its performance under this Agreement or its use of Grant funds.

Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Grantee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. All indemnification obligations shall survive the termination of this Agreement.

**8. Notice**

Any notice required or permitted in this Agreement shall be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) via e-mail with electronic confirmation of receipt.

*If to the County:* Kendall County Administrator  
111 W. Fox Street  
Yorkville, Illinois 60560

With copy to:  
Kendall County State's Attorney

807 John Street  
Yorkville, Illinois 60560

*If to Grantee:*

Jim Davis, Village President  
Village of Newark  
PO Box 270  
Newark, IL 60541

or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

**9. Venue and Severability**

This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the County is required to use the services of an attorney, then the County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

**10. Execution of Agreement**

This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

**11. Entire Agreement**

This Agreement represents the entire agreement between the Parties regarding this subject matter and there are no other promises or conditions in any other agreement whether oral or written. Except as expressly stated herein, this Agreement supersedes any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties.

**12. Relationship of the Parties**

Nothing contained in this Agreement, nor any act of the County or Grantee pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and Grantee. Grantee understands and agrees that Grantee is solely responsible for paying all wages, benefits and any other compensation due and owing to Grantee's officers, employees, and agents for the performance of any services as set forth in the Agreement.

**13. Conflict of Interest**

The County and the Grantee both affirm no Kendall County officer or elected official has a direct or indirect, real or apparent, financial or other interest in Grantee or this Agreement or if any Kendall County officer or elected official does have an interest in Grantee or this Agreement, that interest, and the procedure followed to effectuate this Agreement, has and will comply with 50 ILCS 105/3, 2 CFR 200.318(c), and other applicable state or federal law.

**14. Waiver**

The County and/or Grantee's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

**15. Termination**

This Agreement shall be in full force and effect upon signature by both parties and will terminate once Grantee has spent or returned all the Grant funds it has received from the County and filed its final report. However, Grantee's record-keeping obligation and its duty to defend and indemnify shall survive the term of this Agreement.

**16. Authority**

The County and Grantee each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.

**KENDALL COUNTY, ILLINOIS**

**VILLAGE OF NEWARK**

\_\_\_\_\_  
Kendall County Board Chair

\_\_\_\_\_  
Village President

Attest: \_\_\_\_\_  
Debbie Gillette  
Kendall County Clerk

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREEMENT FOR DISBURSEMENT AND USE OF KENDALL COUNTY'S  
AMERICAN RESCUE PLAN ACT FUNDS**

THIS AGREEMENT (“Agreement”) is made and entered into on this 17th day of October, 2023 by and between the County of Kendall, Illinois, a unit of local government (“County”) and Seward Township, Illinois, a unit of local government (“Grantee”), TIN# 36-3206223 For purposes of this Agreement, the County and Grantee shall hereinafter collectively be referred to as “the Parties”.

**RECITALS**

WHEREAS, the United States Department of Treasury (“Treasury”) launched the Coronavirus State and Local Fiscal Recovery Fund, Assistance Listing 21.027 (“Recovery Fund”), which was established by the American Rescue Plan Act of 2021 (“ARPA”), to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments; and

WHEREAS, the Treasury determined the County is an eligible local government that will be receiving approximately twenty-five million dollars (\$25,000,000) in Recovery Funds (FAIN SLFRP1804) from the United States Government; and

WHEREAS, the County’s share of the Recovery Funds are subject to the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, as executed by the County on May 18, 2021 (“Award Terms and Conditions”); and

WHEREAS, the Federal Award Date for the County’s Recovery Funds was May 20, 2021; and

WHEREAS, the Treasury issued guidelines identifying the authorized use of Recovery Funds allocated to local governments under the ARPA (hereinafter referred to as the “Final Rule”); and

WHEREAS, pursuant to the Final Rule, the County can use its allocated Recovery Funds for any one or more of the following authorized uses: (1) to respond to the public health emergency created by the COVID-19 pandemic (“pandemic”) or the pandemic’s negative economic impacts; (2) to provide premium pay to eligible workers performing essential work during the public health emergency; (3) to provide government services to the extent of the reduction in revenue due to the public health emergency; and (4) to make necessary investments in water, sewer, or broadband infrastructure; and



WHEREAS, within the eligible use categories outlined above, the Final Rule provides the County with the flexibility to determine how best to use payments from the Recovery Funds to meet the needs of the County's communities and population; and

WHEREAS, the Final Rule permits the expenditure of Recovery Funds for investments in water, sewer, and broadband infrastructure; and

WHEREAS, Grantee is located in Kendall County; and

WHEREAS, Grantee maintains roads in an agricultural area where stormwater drains into Aux Sable Creek, with the creek crossing a number of Grantee's roads; and

WHEREAS, in order to manage stormwater, Grantee intends to re-ditch the north side of Bell Road from Rancho Real Saddlebreds to Larkin Farms; and

WHEREAS, the County finds that re-ditching Bell Road is responsive to the need of maintaining adequate stormwater management; and

WHEREAS, the County finds that providing a portion of its Recovery Funds to Grantee for the re-ditching of Bell Road is a necessary investment in water and sewer infrastructure; and

WHEREAS, the County, as the jurisdiction responsible for disbursement of its Recovery Funds, is authorizing the subaward of a portion of the County's Recovery Funds to Grantee (pursuant to the terms and conditions set forth in this Agreement) for the purpose of making necessary investments in water and sewer infrastructure by re-ditching a portion of Bell Road.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

**1. Recitals**

The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

**2. County's Obligations**

In consideration for Grantee's execution of this Agreement, the County agrees to the following:

- a. Pursuant to the terms and conditions set forth in this Agreement, the County agrees to disburse a portion of its Recovery Funds to Grantee in the amount of Thirty-Two Thousand Six Hundred Thirty-Nine Dollars and Zero Cents (\$32,639.00) to be used by Grantee for the purpose of re-ditching the north side of Bell Road from Rancho Real Saddlebreds to Larkin Farms. Said amounts actually disbursed to Grantee

shall hereinafter be referred to as “Grant funds.” Grant funds shall not be used for land acquisition.

- b. The Grant funds set forth in Paragraph 2(a) shall be disbursed by the County to Grantee in one lump sum.

**3. Grantee’s Obligations**

- a. Grantee understands and agrees it shall use the Grant funds only for the purpose of re-ditching the north side of Bell Road from Rancho Real Saddlebreds to Larkin Farms.
- b. Grantee must spend all Grant funds no later than December 20, 2024 (the “allowable spending period”). If Grantee has not spent all of the Grant funds by the end of the allowable spending period, Grantee must return all remaining Grant funds to the County within thirty (30) calendar days after Grantee’s allowable spending period ends.
- c. If Grantee uses the Grant funds for any purpose other than re-ditching the north side of Bell Road from Rancho Real Saddlebreds to Larkin Farms (hereinafter referred to as an “Improper Purpose”), Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.
- d. By signing this Agreement, Grantee affirms that Grantee may not use its Grant funds as a non-federal match for other federal programs whose statute or regulations bar the use of federal funds to meet matching requirements. If Grantee uses its Grant funds for such purpose, this shall also be deemed an Improper Purpose, and Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.
- e. Grantee agrees it shall not use its Grant funds for an expense for which it has already received, or will receive reimbursement or payment from another federal, state, local, or private program designed to provide relief from the pandemic.
- f. Grantee agrees to comply with ARPA, the Award Terms and Conditions, the Final Rule (including all subrecipient monitoring and reporting requirements), and all interpretive guidance issued by the Treasury regarding Recovery Funds. Grantee also agrees to comply with all applicable requirements set forth in the Uniform

Guidance for Federal Awards (2 C.F.R. 200 *et seq.*), the Single Audit Act, and all other applicable federal and state statutes, regulations, and executive orders.

- g. Grantee shall maintain all original records relating to its use of the Grant funds for a period of at least ten (10) years after the Grant funds are spent or the period of time required by other state or federal law, whichever is longer.
- h. As a recipient of some of the County's Recovery Funds, Grantee understands and agrees that it must take any and all steps necessary to assist the County with the County's reporting requirements on the use of Grantee's Grant funds. Such steps will include, but are not limited to the following:
  - i. Ninety (90) calendar days after receiving the Grant funds, Grantee shall file a written report with the County that includes the following information: (a) the amount of Grant funds spent by Grantee during that three month period; (b) sufficient detail describing how the Grant funds were used by Grantee during that three month period; and (c) supporting documentation evidencing how the Grant funds were used by Grantee. Grantee agrees to provide any additional information and supporting documentation requested by the County in this report, as the County sees fit. Grantee shall continue to file these written reports every ninety (90) days to include the above information for each 90-day period.
  - ii. Within five (5) calendar days after the allowable spending period ends, Grantee shall file a final written report with the County that includes the following information: (a) the amount of Grant funds spent by Grantee in the time since Grantee's previous report; (b) sufficient detail describing how the Grant funds were used by Grantee since the time period covered by Grantee's previous report; (c) supporting documentation evidencing how the Grant funds were used since the time period covered by Grantee's previous report; and (d) the amount, if any, of unused Grant funds being returned to the County at the conclusion of the allowable spending period. Grantee agrees to provide any additional information and supporting documentation requested by the County in this report as the County sees fit.

- iii. At any other time, the County, its auditor, or legal counsel may request Grantee provide additional information and records relating to Grantee's use of the Grant funds. Grantee agrees to comply with such a request within ten (10) business days of receiving such a request and to otherwise work collaboratively with the County to ensure compliance with ARPA.
- i. Grantee agrees to (a) fully comply with all applicable requirements of the Illinois Prevailing Wage Act; (b) notify all contractors and subcontractors that the construction of any public work using Grant funds shall be subject to the Illinois Prevailing Wage Act; and (c) include all notices required by statute and the Illinois Department of Labor in any contracts using Grant funds. In the event Grantee fails to comply with the notice requirements set forth in the Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines, and liabilities incurred for Grantee's, contractor's, and/or subcontractor's violation of the Prevailing Wage Act.
- j. If Grantee uses Grant funds to pay a contractor or subcontractor to perform work for Grantee, Grantee must ensure that such contracts include provisions incorporating all of the following:
  - i. The contractor/subcontractor agrees to comply with all applicable provisions of ARPA, the Final Rule, 2 C.F.R. 200 *et seq.* and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders.
  - ii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
  - iii. The Illinois Human Rights Act, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
  - iv. The Davis-Bacon Act, 40 U.S.C. 3141 *et seq.* as necessary.
  - v. The Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as necessary.

- vi. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work using Grant funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the County as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the County. Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the County during the work.
- k. Grantee agrees that the maintenance of any work constructed in whole or in part with Grant funds will be the responsibility of Grantee, and Grantee alone. Further, Grantee shall be responsible for any future repair or replacement deemed necessary for said work. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of County to finance, maintain, repair, replace, or otherwise control the resulting work.
- l. Grantee certifies that Grantee and its officials are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Grantee further certifies by signing this Agreement that Grantee and its officials have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has Grantee made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of Grantee been so convicted nor made such an admission.
- m. Grantee, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights

Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. Grantee, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

**4. Assignment**

This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

**5. Non-appropriation**

The sole source of the Grant funds shall be from the County's received Recovery Funds. The County shall not be obligated to fund the Grant from any other source. If the County does not receive sufficient Recovery Funds to satisfy all or part of the County's obligations under this Agreement, the County's obligation to provide the Grant funds to Grantee shall be suspended unless and until such Recovery Funds are received by the County. Also, Grantee understands and agrees the County's disbursement of Grant funds to Grantee, as set forth in this Agreement, is contingent on the Kendall County Board's appropriation and disbursement of those funds. Grantee understands and agrees that the sole and exclusive decision as to whether or not to appropriate and disburse Recovery Funds to Grantee lies within the discretion of the Kendall County Board.

**6. Remedies**

- a. The County, by disbursing Grant funds to Grantee, does not guarantee to Grantee that Grantee's intended use of the Grant funds complies with the requirements of ARPA. By signing this Agreement, Grantee affirms that its use of the Grant funds qualifies for funding under ARPA. The County reserves the right to demand immediate repayment from Grantee of any Grant funds the County determines, in

its sole discretion, were used for a purpose that does not meet the criteria of ARPA, the Final Rule, and/or any other Treasury guidelines associated with disbursement of funds under ARPA.

- b. If the County determines, in its sole discretion, the Grantee has submitted any false, inaccurate, or misleading information to the County, the County may demand immediate repayment from Grantee of all funds and shall not be obligated for any further disbursements.
- c. If Grantee's records are needed to justify an expense to the Treasury or any other office, official, or department which is responsible for auditing disbursements of ARPA funds, failure by Grantee to promptly provide these records, for any reason including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Grantee shall be responsible for repayment of any funds the Treasury or other appropriate office, official, or department finds were improperly used, unsupported, or unverified. Additionally, Grantee agrees to indemnify the County and make the County whole for any penalty assessed against the County based upon Grantee's failure to retain or provide records.
- d. Any other breach of this Agreement by Grantee may, at the sole discretion of the County, result in immediate termination of the Agreement and/or a demand for immediate repayment of all Grant funds. Grantee must return all Grant funds to the County within thirty (30) calendar days after the County issues a demand for immediate repayment pursuant to this paragraph.

**7. Indemnity**

If the Treasury, or any other person, official, or department which is charged with the auditing and review of expenditures of Recovery Funds determines that Grantee's use of such funds was not permitted under ARPA, Grantee agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies seek to recoup or collect, either by litigation, or by withholding other federal funds owed to the County.

Grantee further agrees to indemnify, reimburse, and make whole the County for any penalties associated with the United States government seeking to recoup the expended Grant funds including interest and/or any other penalty provided by law.

Grantee agrees it is not relying on any representation by the County that Grantee's use of the Grant funds is a permissible use under ARPA. Grantee agrees to hold the County harmless for any evaluation or advice which the County provided to Grantee as to whether Grantee's use of Grant funds is a permissible use under ARPA.

In addition to all of the above, Grantee shall indemnify, hold harmless and defend with counsel of County's own choosing, County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement and any breach by Grantee of any representations or warranties made within the Agreement (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Grantee in its performance under this Agreement or its use of Grant funds.

Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Grantee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.) by reason of this indemnification provision. All indemnification obligations shall survive the termination of this Agreement.

**8. Notice**

Any notice required or permitted in this Agreement shall be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) via e-mail with electronic confirmation of receipt.

*If to the County:* Kendall County Administrator  
111 W. Fox Street  
Yorkville, Illinois 60560



With copy to:  
Kendall County State's Attorney  
807 John Street  
Yorkville, Illinois 60560

*If to Grantee:* Seward Township

or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

**9. Venue and Severability**

This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the County is required to use the services of an attorney, then the County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

**10. Execution of Agreement**

This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

**11. Entire Agreement**

This Agreement represents the entire agreement between the Parties regarding this subject matter and there are no other promises or conditions in any other agreement whether oral or written. Except as expressly stated herein, this Agreement supersedes any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties.

**12. Relationship of the Parties**

Nothing contained in this Agreement, nor any act of the County or Grantee pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and Grantee. Grantee understands and agrees that Grantee is solely responsible for paying all wages, benefits and any other compensation due and owing to Grantee's officers, employees, and agents for the performance of any services as set forth in the Agreement.

**13. Conflict of Interest**

The County and the Grantee both affirm no Kendall County officer or elected official has a direct or indirect, real or apparent, financial or other interest in Grantee or this Agreement or if any Kendall County officer or elected official does have an interest in Grantee or this Agreement, that interest, and the procedure followed to effectuate this Agreement, has and will comply with 50 ILCS 105/3, 2 CFR 200.318(c), and other applicable state or federal law.

**14. Waiver**

The County and/or Grantee's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

**15. Termination**

This Agreement shall be in full force and effect upon signature by both parties and will terminate once Grantee has spent or returned all the Grant funds it has received from the County and filed its final report. However, Grantee's record-keeping obligation and its duty to defend and indemnify shall survive the term of this Agreement.

**16. Authority**

The County and Grantee each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.

**KENDALL COUNTY, ILLINOIS**

**SEWARD TOWNSHIP**

\_\_\_\_\_

\_\_\_\_\_

Kendall County Board Chair

Township Supervisor

Attest: \_\_\_\_\_  
Debbie Gillette  
Kendall County Clerk

Attest: \_\_\_\_\_  
Township Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREEMENT FOR DISBURSEMENT AND USE OF KENDALL COUNTY'S  
AMERICAN RESCUE PLAN ACT FUNDS**

THIS AGREEMENT (“Agreement”) is made and entered into on this 17<sup>th</sup> day of October 2023 by and between the County of Kendall, Illinois, a unit of local government (“County”) and the City of Yorkville, Illinois, a unit of local government (“Grantee”), UEI #E646HGMGZF83. For purposes of this Agreement, the County and Grantee shall hereinafter collectively be referred to as “the Parties”.

**RECITALS**

WHEREAS, the United States Department of Treasury (“Treasury”) launched the Coronavirus State and Local Fiscal Recovery Fund, Assistance Listing 21.027 (“Recovery Fund”), which was established by the American Rescue Plan Act of 2021 (“ARPA”), to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments; and

WHEREAS, the Treasury determined the County is an eligible local government that will be receiving approximately twenty-five million dollars (\$25,000,000) in Recovery Funds (FAIN SLFRP1804) from the United States Government; and

WHEREAS, the County’s share of the Recovery Funds are subject to the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, as executed by the County on May 18, 2021 (“Award Terms and Conditions”); and

WHEREAS, the Federal Award Date for the County’s Recovery Funds was May 20, 2021; and

WHEREAS, the Treasury issued guidelines identifying the authorized use of Recovery Funds allocated to local governments under the ARPA (hereinafter referred to as the “Final Rule”); and

WHEREAS, pursuant to the Final Rule, the County can use its allocated Recovery Funds for any one or more of the following authorized uses: (1) to respond to the public health emergency created by the COVID-19 pandemic (“pandemic”) or the pandemic’s negative economic impacts; (2) to provide premium pay to eligible workers performing essential work during the public health emergency; (3) to provide government services to the extent of the reduction in revenue due to the public health emergency; and (4) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, within the eligible use categories outlined above, the Final Rule provides the County with the flexibility to determine how best to use payments from the Recovery Funds to meet the needs of the County's communities and population; and

WHEREAS, the Final Rule permits the expenditure of Recovery Funds for investments in water, sewer, and broadband infrastructure; and

WHEREAS, Grantee is located in Kendall County; and

WHEREAS, Grantee provides drinking water service to residents of Kendall County; and

WHEREAS, Grantee intends to replace water mains in order to prevent breaks and leakage as part of a larger project to obtain water from Lake Michigan; and

WHEREAS, the County finds that replacement of the water mains will improve water quality for residents of Kendall County; and

WHEREAS, the County finds that providing a portion of its Recovery Funds to Grantee for replacement of water mains is a necessary investment in water infrastructure; and

WHEREAS, the County, as the jurisdiction responsible for disbursement of its Recovery Funds, is authorizing the subaward of a portion of the County's Recovery Funds to Grantee (pursuant to the terms and conditions set forth in this Agreement) for the purpose of making necessary investments in water infrastructure by replacing water mains in Yorkville.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

**1. Recitals**

The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

**2. County's Obligations**

In consideration for Grantee's execution of this Agreement, the County agrees to the following:

- a. Pursuant to the terms and conditions set forth in this Agreement, the County agrees to disburse a portion of its Recovery Funds to Grantee in the amount of Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) to be used by Grantee for the purpose of replacing water mains in Yorkville, Illinois. Said amounts actually disbursed to Grantee shall hereinafter be referred to as "Grant funds." Grant funds shall not be used for land acquisition.

- b. The Grant funds set forth in Paragraph 2(a) shall be disbursed by the County to Grantee in one lump sum.

**3. Grantee's Obligations**

- a. Grantee understands and agrees it shall use the Grant funds only for the purpose of replacing water mains in Yorkville, Illinois.
- b. Grantee must spend all Grant funds no later than December 20, 2024 (the "allowable spending period"). If Grantee has not spent all of the Grant funds by the end of the allowable spending period, Grantee must return all remaining Grant funds to the County within thirty (30) calendar days after Grantee's allowable spending period ends.
- c. If Grantee uses the Grant funds for any purpose other than replacing water mains in Yorkville, Illinois (hereinafter referred to as an "Improper Purpose"), Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.
- d. Grantee affirms its drinking water system will comply with any applicable requirements of the Safe Drinking Water Act and all applicable federal and state drinking water standards and regulations.
- e. By signing this Agreement, Grantee affirms that Grantee may not use its Grant funds as a non-federal match for other federal programs whose statute or regulations bar the use of federal funds to meet matching requirements. If Grantee uses its Grant funds for such purpose, this shall also be deemed an Improper Purpose, and Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.
- f. Grantee agrees it shall not use its Grant funds for an expense for which it has already received, or will receive reimbursement or payment from another federal, state, local, or private program designed to provide relief from the pandemic.
- g. Grantee agrees to comply with ARPA, the Award Terms and Conditions, the Final Rule (including all subrecipient monitoring and reporting requirements), and all interpretive guidance issued by the Treasury regarding Recovery Funds. Grantee also agrees to comply with all applicable requirements set forth in the Uniform

Guidance for Federal Awards (2 C.F.R. 200 *et seq.*), the Single Audit Act, and all other applicable federal and state statutes, regulations, and executive orders.

- h. Grantee shall maintain all original records relating to its use of the Grant funds for a period of at least ten (10) years after the Grant funds are spent or the period of time required by other state or federal law, whichever is longer.
- i. As a recipient of some of the County's Recovery Funds, Grantee understands and agrees that it must take any and all steps necessary to assist the County with the County's reporting requirements on the use of Grantee's Grant funds. Such steps will include, but are not limited to the following:
  - i. Ninety (90) calendar days after receiving the Grant funds, Grantee shall file a written report with the County that includes the following information: (a) the amount of Grant funds spent by Grantee during that three month period; (b) sufficient detail describing how the Grant funds were used by Grantee during that three month period; and (c) supporting documentation evidencing how the Grant funds were used by Grantee. Grantee agrees to provide any additional information and supporting documentation requested by the County in this report, as the County sees fit. Grantee shall continue to file these written reports every ninety (90) days to include the above information for each 90-day period.
  - ii. Within five (5) calendar days after the allowable spending period ends, Grantee shall file a final written report with the County that includes the following information: (a) the amount of Grant funds spent by Grantee in the time since Grantee's previous report; (b) sufficient detail describing how the Grant funds were used by Grantee since the time period covered by Grantee's previous report; (c) supporting documentation evidencing how the Grant funds were used since the time period covered by Grantee's previous report; and (d) the amount, if any, of unused Grant funds being returned to the County at the conclusion of the allowable spending period. Grantee agrees to provide any additional information and supporting documentation requested by the County in this report as the County sees fit.

- iii. At any other time, the County, its auditor, or legal counsel may request Grantee provide additional information and records relating to Grantee's use of the Grant funds. Grantee agrees to comply with such a request within ten (10) business days of receiving such a request and to otherwise work collaboratively with the County to ensure compliance with ARPA.
- j. Grantee agrees to (a) fully comply with all applicable requirements of the Illinois Prevailing Wage Act; (b) notify all contractors and subcontractors that the construction of any public work using Grant funds shall be subject to the Illinois Prevailing Wage Act; and (c) include all notices required by statute and the Illinois Department of Labor in any contracts using Grant funds. In the event Grantee fails to comply with the notice requirements set forth in the Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines, and liabilities incurred for Grantee's, contractor's, and/or subcontractor's violation of the Prevailing Wage Act.
- k. If Grantee uses Grant funds to pay a contractor or subcontractor to perform work for Grantee, Grantee must ensure that such contracts include provisions incorporating all of the following:
  - i. The contractor/subcontractor agrees to comply with all applicable provisions of ARPA, the Final Rule, 2 C.F.R. 200 *et seq.* and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders.
  - ii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
  - iii. The Illinois Human Rights Act, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
  - iv. The Davis Bacon Act, 40 U.S.C. 3141 *et seq.* as necessary.
  - v. The Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as necessary.



- vi. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work using Grant funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the County as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the County. Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the County during the work.
- l. Grantee agrees that the maintenance of any work constructed in whole or in part with Grant funds will be the responsibility of Grantee, and Grantee alone. Further, Grantee shall be responsible for any future repair or replacement deemed necessary for said work. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of County to finance, maintain, repair, replace, or otherwise control the resulting work.
- m. Grantee certifies that Grantee, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Grantee further certifies by signing this Agreement that Grantee, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has Grantee made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the Grantee been so convicted nor made such an admission.
- n. Grantee, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all

applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. Grantee, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

**4. Assignment**

This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

**5. Non-appropriation**

The sole source of the Grant funds shall be from the County's received Recovery Funds. The County shall not be obligated to fund the Grant from any other source. If the County does not receive sufficient Recovery Funds to satisfy all or part of the County's obligations under this Agreement, the County's obligation to provide the Grant funds to Grantee shall be suspended unless and until such Recovery Funds are received by the County. Also, Grantee understands and agrees the County's disbursement of Grant funds to Grantee, as set forth in this Agreement, is contingent on the Kendall County Board's appropriation and disbursement of those funds. Grantee understands and agrees that the sole and exclusive decision as to whether or not to appropriate and disburse Recovery Funds to Grantee lies within the discretion of the Kendall County Board.

**6. Remedies**

- a. The County, by disbursing Grant funds to Grantee, does not guarantee to Grantee that Grantee's intended use of the Grant funds complies with the requirements of ARPA. By signing this Agreement, Grantee affirms that its use of the Grant funds qualifies for funding under ARPA. The County reserves the right to demand

immediate repayment from Grantee of any Grant funds the County determines, in its sole discretion, were used for a purpose that does not meet the criteria of ARPA, the Final Rule, and/or any other Treasury guidelines associated with disbursement of funds under ARPA.

- b. If the County determines, in its sole discretion, the Grantee has submitted any false, inaccurate, or misleading information to the County, the County may demand immediate repayment from Grantee of all funds and shall not be obligated for any further disbursements.
- c. If Grantee's records are needed to justify an expense to the Treasury or any other office, official, or department which is responsible for auditing disbursements of ARPA funds, failure by Grantee to promptly provide these records, for any reason including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Grantee shall be responsible for repayment of any funds the Treasury or other appropriate office, official, or department finds were improperly used, unsupported, or unverified. Additionally, Grantee agrees to indemnify the County and make the County whole for any penalty assessed against the County based upon Grantee's failure to retain or provide records.
- d. Any other breach of this Agreement by Grantee may, at the sole discretion of the County, result in immediate termination of the Agreement and/or a demand for immediate repayment of all Grant funds. Grantee must return all Grant funds to the County within thirty (30) calendar days after the County issues a demand for immediate repayment pursuant to this paragraph.

## **7. Indemnity**

If the Treasury, or any other person, official, or department which is charged with the auditing and review of expenditures of Recovery Funds determines that Grantee's use of such funds was not permitted under ARPA, Grantee agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies seek to recoup or collect, either by litigation, or by withholding other federal funds owed to the County.

Grantee further agrees to indemnify, reimburse, and make whole the County for any penalties associated with the United States government seeking to recoup the expended Grant funds including interest and/or any other penalty provided by law.

Grantee agrees to hold the County harmless for any evaluation or advice which the County provided to Grantee as to whether Grantee's use of Grant funds is a permissible use under ARPA.

In addition to all of the above, Grantee shall indemnify, hold harmless and defend with counsel of County's own choosing, County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement and any breach by Grantee of any representations or warranties made within the Agreement (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Grantee in its performance under this Agreement or its use of Grant funds.

Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Grantee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. All indemnification obligations shall survive the termination of this Agreement.

**8. Notice**

Any notice required or permitted in this Agreement shall be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) via e-mail with electronic confirmation of receipt.

*If to the County:*           Kendall County Administrator  
  111 W. Fox Street  
  Yorkville, Illinois 60560

With copy to:  
Kendall County State's Attorney  
807 John Street  
Yorkville, Illinois 60560

*If to Grantee:*

**CONTACT INFO**

or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

**9. Venue and Severability**

This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the County is required to use the services of an attorney, then the County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

**10. Execution of Agreement**

This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

**11. Entire Agreement**

This Agreement represents the entire agreement between the Parties regarding this subject matter and there are no other promises or conditions in any other agreement whether oral or written. Except as expressly stated herein, this Agreement supersedes any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties.

**12. Relationship of the Parties**

Nothing contained in this Agreement, nor any act of the County or Grantee pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and Grantee. Grantee understands and agrees that Grantee is solely responsible for paying all wages, benefits and any other compensation due and owing to Grantee's officers, employees, and agents for the performance of any services as set forth in the Agreement.

**13. Conflict of Interest**

The County and the Grantee both affirm no Kendall County officer or elected official has a direct or indirect, real or apparent, financial or other interest in Grantee or this Agreement or if any Kendall County officer or elected official does have an interest in Grantee or this Agreement, that interest, and the procedure followed to effectuate this Agreement, has and will comply with 50 ILCS 105/3, 2 CFR 200.318(c), and other applicable state or federal law.

**14. Waiver**

The County and/or Grantee's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

**15. Termination**

This Agreement shall be in full force and effect upon signature by both parties and will terminate once Grantee has spent or returned all the Grant funds it has received from the County and filed its final report. However, Grantee's record-keeping obligation and its duty to defend and indemnify shall survive the term of this Agreement.

**16. Authority**

The County and Grantee each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.

**KENDALL COUNTY, ILLINOIS**

**CITY OF YORKVILLE**

\_\_\_\_\_

\_\_\_\_\_

Kendall County Board Chair

Mayor

Attest: \_\_\_\_\_  
Debbie Gillette  
Kendall County Clerk

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREEMENT FOR DISBURSEMENT AND USE OF KENDALL COUNTY'S  
AMERICAN RESCUE PLAN ACT FUNDS**

THIS AGREEMENT (“Agreement”) is made and entered into on this 17th day of October, 2023 by and between the County of Kendall, Illinois, a unit of local government (“County”) and the City of Plano, Illinois, a unit of local government (“Grantee”), UEI #ME74QZUB2AZ6. For purposes of this Agreement, the County and Grantee shall hereinafter collectively be referred to as “the Parties”.

**RECITALS**

WHEREAS, the United States Department of Treasury (“Treasury”) launched the Coronavirus State and Local Fiscal Recovery Fund, Assistance Listing 21.027 (“Recovery Fund”), which was established by the American Rescue Plan Act of 2021 (“ARPA”), to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments; and

WHEREAS, the Treasury determined the County is an eligible local government that will be receiving approximately twenty-five million dollars (\$25,000,000) in Recovery Funds (FAIN SLFRP1804) from the United States Government; and

WHEREAS, the County’s share of the Recovery Funds are subject to the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, as executed by the County on May 18, 2021 (“Award Terms and Conditions”); and

WHEREAS, the Federal Award Date for the County’s Recovery Funds was May 20, 2021; and

WHEREAS, the Treasury issued guidelines identifying the authorized use of Recovery Funds allocated to local governments under the ARPA (hereinafter referred to as the “Final Rule”); and

WHEREAS, pursuant to the Final Rule, the County can use its allocated Recovery Funds for any one or more of the following authorized uses: (1) to respond to the public health emergency created by the COVID-19 pandemic (“pandemic”) or the pandemic’s negative economic impacts; (2) to provide premium pay to eligible workers performing essential work during the public health emergency; (3) to provide government services to the extent of the reduction in revenue due to the public health emergency; and (4) to make necessary investments in water, sewer, or broadband infrastructure; and



WHEREAS, within the eligible use categories outlined above, the Final Rule provides the County with the flexibility to determine how best to use payments from the Recovery Funds to meet the needs of the County's communities and population; and

WHEREAS, the Final Rule permits the expenditure of Recovery Funds for investments in water, sewer, and broadband infrastructure; and

WHEREAS, Grantee is located in Kendall County; and

WHEREAS, Grantee maintains a sanitary sewer system for its residents and businesses; and

WHEREAS, Grantee, in order to extend the life of its sewer system, intends to line rather than replace its aging sewer lines; and

WHEREAS, Grantee affirms that lining is more cost-effective than replacing aging sewer lines; and

WHEREAS, the County finds that providing a portion of its Recovery Funds to Grantee for its sewer lining project is a necessary investment in sewer infrastructure; and

WHEREAS, the County, as the jurisdiction responsible for disbursement of its Recovery Funds, is authorizing the subaward of a portion of the County's Recovery Funds to Grantee (pursuant to the terms and conditions set forth in this Agreement) for the purpose of making necessary investments in sewer infrastructure by lining Grantee's aging sewer lines.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

**1. Recitals**

The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

**2. County's Obligations**

In consideration for Grantee's execution of this Agreement, the County agrees to the following:

- a. Pursuant to the terms and conditions set forth in this Agreement, the County agrees to disburse a portion of its Recovery Funds to Grantee in the amount of Three Hundred Twenty-Five Thousand Dollars and Zero Cents (\$325,000.00) to be used by Grantee for the purpose of lining its sanitary sewer lines. Said amounts actually

disbursed to Grantee shall hereinafter be referred to as “Grant funds.” Grant funds shall not be used for land acquisition.

- b. The Grant funds set forth in Paragraph 2(a) shall be disbursed by the County to Grantee in one lump sum.

**3. Grantee’s Obligations**

- a. Grantee understands and agrees it shall use the Grant funds only for the purpose of lining the sanitary sewer lines in Plano, Illinois.
- b. Grantee must spend all Grant funds no later than December 20, 2024 (the “allowable spending period”). If Grantee has not spent all of the Grant funds by the end of the allowable spending period, Grantee must return all remaining Grant funds to the County within thirty (30) calendar days after Grantee’s allowable spending period ends.
- c. If Grantee uses the Grant funds for any purpose other than lining its sanitary sewer lines (hereinafter referred to as an “Improper Purpose”), Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.
- d. By signing this Agreement, Grantee affirms that Grantee may not use its Grant funds as a non-federal match for other federal programs whose statute or regulations bar the use of federal funds to meet matching requirements. If Grantee uses its Grant funds for such purpose, this shall also be deemed an Improper Purpose, and Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.
- e. Grantee agrees it shall not use its Grant funds for an expense for which it has already received, or will receive reimbursement or payment from another federal, state, local, or private program designed to provide relief from the pandemic.
- f. Grantee agrees to comply with ARPA, the Award Terms and Conditions, the Final Rule (including all subrecipient monitoring and reporting requirements), and all interpretive guidance issued by the Treasury regarding Recovery Funds. Grantee also agrees to comply with all applicable requirements set forth in the Uniform Guidance for Federal Awards (2 C.F.R. 200 *et seq.*), the Single Audit Act, and all other applicable federal and state statutes, regulations, and executive orders.

- g. Grantee shall maintain all original records relating to its use of the Grant funds for a period of at least ten (10) years after the Grant funds are spent or the period of time required by other state or federal law, whichever is longer.
- h. As a recipient of some of the County's Recovery Funds, Grantee understands and agrees that it must take any and all steps necessary to assist the County with the County's reporting requirements on the use of Grantee's Grant funds. Such steps will include, but are not limited to the following:
  - i. Ninety (90) calendar days after receiving the Grant funds, Grantee shall file a written report with the County that includes the following information: (a) the amount of Grant funds spent by Grantee during that three month period; (b) sufficient detail describing how the Grant funds were used by Grantee during that three month period; and (c) supporting documentation evidencing how the Grant funds were used by Grantee. Grantee agrees to provide any additional information and supporting documentation requested by the County in this report, as the County sees fit. Grantee shall continue to file these written reports every ninety (90) days to include the above information for each 90-day period.
  - ii. Within five (5) calendar days after the allowable spending period ends, Grantee shall file a final written report with the County that includes the following information: (a) the amount of Grant funds spent by Grantee in the time since Grantee's previous report; (b) sufficient detail describing how the Grant funds were used by Grantee since the time period covered by Grantee's previous report; (c) supporting documentation evidencing how the Grant funds were used since the time period covered by Grantee's previous report; and (d) the amount, if any, of unused Grant funds being returned to the County at the conclusion of the allowable spending period. Grantee agrees to provide any additional information and supporting documentation requested by the County in this report as the County sees fit.
  - iii. At any other time, the County, its auditor, or legal counsel may request Grantee provide additional information and records relating to Grantee's use of the Grant funds. Grantee agrees to comply with such a request within

ten (10) business days of receiving such a request and to otherwise work collaboratively with the County to ensure compliance with ARPA.

- i. Grantee agrees to (a) fully comply with all applicable requirements of the Illinois Prevailing Wage Act; (b) notify all contractors and subcontractors that the construction of any public work using Grant funds shall be subject to the Illinois Prevailing Wage Act; and (c) include all notices required by statute and the Illinois Department of Labor in any contracts using Grant funds. In the event Grantee fails to comply with the notice requirements set forth in the Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines, and liabilities incurred for Grantee's, contractor's, and/or subcontractor's violation of the Prevailing Wage Act.
- j. If Grantee uses Grant funds to pay a contractor or subcontractor to perform work for Grantee, Grantee must ensure that such contracts include provisions incorporating all of the following:
  - i. The contractor/subcontractor agrees to comply with all applicable provisions of ARPA, the Final Rule, 2 C.F.R. 200 *et seq.* and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders.
  - ii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
  - iii. The Illinois Human Rights Act, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
  - iv. The Davis-Bacon Act, 40 U.S.C. 3141 *et seq.* as necessary.
  - v. The Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as necessary.
  - vi. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work using Grant funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work

shall name the County as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the County. Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the County during the work.

- k. Grantee agrees that the maintenance of any work constructed in whole or in part with Grant funds will be the responsibility of Grantee, and Grantee alone. Further, Grantee shall be responsible for any future repair or replacement deemed necessary for said work. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of County to finance, maintain, repair, replace, or otherwise control the resulting work.
- l. Grantee certifies that Grantee and its officials are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Grantee further certifies by signing this Agreement that Grantee and its officials have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has Grantee made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of Grantee been so convicted nor made such an admission.
- m. Grantee, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended, and all applicable rules and regulations. Grantee, its officers,

employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

**4. Assignment**

This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

**5. Non-appropriation**

The sole source of the Grant funds shall be from the County's received Recovery Funds. The County shall not be obligated to fund the Grant from any other source. If the County does not receive sufficient Recovery Funds to satisfy all or part of the County's obligations under this Agreement, the County's obligation to provide the Grant funds to Grantee shall be suspended unless and until such Recovery Funds are received by the County. Also, Grantee understands and agrees the County's disbursement of Grant funds to Grantee, as set forth in this Agreement, is contingent on the Kendall County Board's appropriation and disbursement of those funds. Grantee understands and agrees that the sole and exclusive decision as to whether or not to appropriate and disburse Recovery Funds to Grantee lies within the discretion of the Kendall County Board.

**6. Remedies**

- a. The County, by disbursing Grant funds to Grantee, does not guarantee to Grantee that Grantee's intended use of the Grant funds complies with the requirements of ARPA. By signing this Agreement, Grantee affirms that its use of the Grant funds qualifies for funding under ARPA. The County reserves the right to demand immediate repayment from Grantee of any Grant funds the County determines, in its sole discretion, were used for a purpose that does not meet the criteria of ARPA, the Final Rule, and/or any other Treasury guidelines associated with disbursement of funds under ARPA.

- b. If the County determines, in its sole discretion, the Grantee has submitted any false, inaccurate, or misleading information to the County, the County may demand immediate repayment from Grantee of all funds and shall not be obligated for any further disbursements.
- c. If Grantee's records are needed to justify an expense to the Treasury or any other office, official, or department which is responsible for auditing disbursements of ARPA funds, failure by Grantee to promptly provide these records, for any reason including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Grantee shall be responsible for repayment of any funds the Treasury or other appropriate office, official, or department finds were improperly used, unsupported, or unverified. Additionally, Grantee agrees to indemnify the County and make the County whole for any penalty assessed against the County based upon Grantee's failure to retain or provide records.
- d. Any other breach of this Agreement by Grantee may, at the sole discretion of the County, result in immediate termination of the Agreement and/or a demand for immediate repayment of all Grant funds. Grantee must return all Grant funds to the County within thirty (30) calendar days after the County issues a demand for immediate repayment pursuant to this paragraph.

**7. Indemnity**

If the Treasury, or any other person, official, or department which is charged with the auditing and review of expenditures of Recovery Funds determines that Grantee's use of such funds was not permitted under ARPA, Grantee agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies seek to recoup or collect, either by litigation, or by withholding other federal funds owed to the County.

Grantee further agrees to indemnify, reimburse, and make whole the County for any penalties associated with the United States government seeking to recoup the expended Grant funds including interest and/or any other penalty provided by law.

Grantee agrees it is not relying on any representation by the County that Grantee's use of the Grant funds is a permissible use under ARPA. Grantee agrees to hold the County harmless for

any evaluation or advice which the County provided to Grantee as to whether Grantee's use of Grant funds is a permissible use under ARPA.

In addition to all of the above, Grantee shall indemnify, hold harmless and defend with counsel of County's own choosing, County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement and any breach by Grantee of any representations or warranties made within the Agreement (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Grantee in its performance under this Agreement or its use of Grant funds.

Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Grantee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.) by reason of this indemnification provision. All indemnification obligations shall survive the termination of this Agreement.

**8. Notice**

Any notice required or permitted in this Agreement shall be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) via e-mail with electronic confirmation of receipt.

*If to the County:* Kendall County Administrator  
111 W. Fox Street  
Yorkville, Illinois 60560

With copy to:  
Kendall County State's Attorney



807 John Street  
Yorkville, Illinois 60560

*If to Grantee:* City of Plano

or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

**9. Venue and Severability**

This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the County is required to use the services of an attorney, then the County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

**10. Execution of Agreement**

This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

**11. Entire Agreement**

This Agreement represents the entire agreement between the Parties regarding this subject matter and there are no other promises or conditions in any other agreement whether oral or

written. Except as expressly stated herein, this Agreement supersedes any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties.

**12. Relationship of the Parties**

Nothing contained in this Agreement, nor any act of the County or Grantee pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and Grantee. Grantee understands and agrees that Grantee is solely responsible for paying all wages, benefits and any other compensation due and owing to Grantee's officers, employees, and agents for the performance of any services as set forth in the Agreement.

**13. Conflict of Interest**

The County and the Grantee both affirm no Kendall County officer or elected official has a direct or indirect, real or apparent, financial or other interest in Grantee or this Agreement or if any Kendall County officer or elected official does have an interest in Grantee or this Agreement, that interest, and the procedure followed to effectuate this Agreement, has and will comply with 50 ILCS 105/3, 2 CFR 200.318(c), and other applicable state or federal law.

**14. Waiver**

The County and/or Grantee's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

**15. Termination**

This Agreement shall be in full force and effect upon signature by both parties and will terminate once Grantee has spent or returned all the Grant funds it has received from the County and filed its final report. However, Grantee's record-keeping obligation and its duty to defend and indemnify shall survive the term of this Agreement.

**16. Authority**

The County and Grantee each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.

**KENDALL COUNTY, ILLINOIS**

**CITY OF PLANO**

\_\_\_\_\_

\_\_\_\_\_

Kendall County Board Chair

Mayor

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Debbie Gillette  
Kendall County Clerk

City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREEMENT FOR DISBURSEMENT AND USE OF KENDALL COUNTY'S  
AMERICAN RESCUE PLAN ACT FUNDS**

THIS AGREEMENT (“Agreement”) is made and entered into on this 17th day of October, 2023 by and between the County of Kendall, Illinois, a unit of local government (“County”) and Kendall County Fair Association, a non-profit 501(c)(3) organization in good standing (“Grantee”), UEI #S18ZNHMKP3K3. For purposes of this Agreement, the County and Grantee shall hereinafter collectively be referred to as “the Parties”.

**RECITALS**

WHEREAS, the United States Department of Treasury (“Treasury”) launched the Coronavirus State and Local Fiscal Recovery Fund, Assistance Listing 21.027 (“Recovery Fund”), which was established by the American Rescue Plan Act of 2021 (“ARPA”), to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments; and

WHEREAS, the Treasury determined the County is an eligible local government that will be receiving approximately twenty-five million dollars (\$25,000,000) in Recovery Funds (FAIN SLFRP1804) from the United States Government; and

WHEREAS, the County’s share of the Recovery Funds are subject to the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, as executed by the County on May 18, 2021 (“Award Terms and Conditions”); and

WHEREAS, the Federal Award Date for the County’s Recovery Funds was May 20, 2021; and

WHEREAS, the Treasury issued guidelines identifying the authorized use of Recovery Funds allocated to local governments under the ARPA (hereinafter referred to as the “Final Rule”); and

WHEREAS, pursuant to the Final Rule, the County can use its allocated Recovery Funds for any one or more of the following authorized uses: (1) to respond to the public health emergency created by the COVID-19 pandemic (“pandemic”) or the pandemic’s negative economic impacts; (2) to provide premium pay to eligible workers performing essential work during the public health emergency; (3) to provide government services to the extent of the reduction in revenue due to the public health emergency; and (4) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, within the eligible use categories outlined above, the Final Rule provides the County with the flexibility to determine how best to use payments from the Recovery Funds to meet the needs of the County's communities and population; and

WHEREAS, the Final Rule permits the expenditure of Recovery Funds for investments in water, sewer, and broadband infrastructure; and

WHEREAS, Grantee operates the Kendall County Fairgrounds; and

WHEREAS, by operating the Kendall County Fairgrounds, Grantee provides services to the residents of Kendall County; and

WHEREAS, the Kendall County Fairgrounds utilizes well water; and

WHEREAS, the Kendall County Fairgrounds' wells contain sulfur; and

WHEREAS, Grantee intends to replace the water treatment equipment for its wells; and

WHEREAS, the County finds that providing a portion of its Recovery Funds to Grantee for installation of new water treatment equipment for the wells at the Kendall County Fairgrounds is a necessary investment in water and sewer infrastructure; and

WHEREAS, the County, as the jurisdiction responsible for disbursement of its Recovery Funds, is authorizing the disbursement of a portion of the County's Recovery Funds to Grantee (pursuant to the terms and conditions set forth in this Agreement) for the purpose of making necessary investments in water and sewer infrastructure by installing new water treatment equipment for the wells at the Kendall County Fairgrounds.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

**1. Recitals**

The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

**2. County's Obligations**

In consideration for Grantee's execution of this Agreement, the County agrees to the following:

- a. Pursuant to the terms and conditions set forth in this Agreement, the County agrees to disburse a portion of its Recovery Funds to Grantee in the amount of Twenty-Nine Thousand Three Hundred Forty-Five Dollars and Zero Cents (\$29,345.00) to be used by Grantee for the purpose of installing new water treatment equipment on

the wells at the Kendall County Fairgrounds. Said amounts actually disbursed to Grantee shall hereinafter be referred to as “Grant funds.”

- b. The Grant funds set forth in Paragraph 2(a) shall be disbursed by the County to Grantee in one lump sum.

**3. Grantee’s Obligations**

- a. Grantee understands and agrees it shall use the Grant funds only for the purpose of installing new water treatment equipment on the wells at the Kendall County Fairgrounds. Grant funds may not be used to purchase any replaceable filters.
- b. Grantee must spend all Grant funds no later than December 20, 2024 (the “allowable spending period”). If Grantee has not spent all of the Grant funds by the end of the allowable spending period, Grantee must return all remaining Grant funds to the County within thirty (30) calendar days after Grantee’s allowable spending period ends.
- c. If Grantee uses the Grant funds for any purpose other than installing new water treatment equipment on the wells at the Kendall County Fairgrounds (hereinafter referred to as an “Improper Purpose”), Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.
- d. Grantee affirms its drinking water system will comply with any applicable requirements of the Safe Drinking Water Act and all applicable federal and state drinking water standards and regulations.
- e. By signing this Agreement, Grantee affirms that Grantee may not use its Grant funds as a non-federal match for other federal programs whose statute or regulations bar the use of federal funds to meet matching requirements. If Grantee uses its Grant funds for such purpose, this shall also be deemed an Improper Purpose, and Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.
- f. By signing this Agreement, Grantee affirms its status as a nonprofit in good standing. In the event Grantee loses its good standing or tax-exempt status, it shall immediately notify the County, and the County, in its sole discretion, may demand immediate repayment of all Grant funds disbursed to Grantee.

- g. Grantee agrees it shall not use its Grant funds for an expense for which it has already received, or will receive reimbursement or payment from another federal, state, local, or private program designed to provide relief from the pandemic.
- h. Grantee agrees to comply with ARPA, the Award Terms and Conditions, the Final Rule (including all subrecipient monitoring and reporting requirements), and all interpretive guidance issued by the Treasury regarding Recovery Funds. Grantee also agrees to comply with all applicable requirements set forth in the Uniform Guidance for Federal Awards (2 C.F.R. 200 *et seq.*), the Single Audit Act, and all other applicable federal and state statutes, regulations, and executive orders.
- i. Grantee shall maintain all original records relating to its use of the Grant funds for a period of at least ten (10) years after the Grant funds are spent or the period of time required by other state or federal law, whichever is longer.
- j. As a recipient of some of the County's Recovery Funds, Grantee understands and agrees that it must take any and all steps necessary to assist the County with the County's reporting requirements on the use of Grantee's Grant funds. Such steps will include, but are not limited to the following:
  - i. Ninety (90) calendar days after receiving the Grant funds, Grantee shall file a written report with the County that includes the following information: (a) the amount of Grant funds spent by Grantee during that three month period; (b) sufficient detail describing how the Grant funds were used by Grantee during that three month period; and (c) supporting documentation evidencing how the Grant funds were used by Grantee. Grantee agrees to provide any additional information and supporting documentation requested by the County in this report, as the County sees fit. Grantee shall continue to file these written reports every ninety (90) days to include the above information for each 90-day period.
  - ii. Within five (5) calendar days after the allowable spending period ends, Grantee shall file a final written report with the County that includes the following information: (a) the amount of Grant funds spent by Grantee in the time since Grantee's previous report; (b) sufficient detail describing how the Grant funds were used by Grantee since the time period covered by

Grantee's previous report; (c) supporting documentation evidencing how the Grant funds were used since the time period covered by Grantee's previous report; and (d) the amount, if any, of unused Grant funds being returned to the County at the conclusion of the allowable spending period. Grantee agrees to provide any additional information and supporting documentation requested by the County in this report as the County sees fit.

- iii. At any other time, the County, its auditor, or legal counsel may request Grantee provide additional information and records relating to Grantee's use of the Grant funds. Grantee agrees to comply with such a request within ten (10) business days of receiving such a request and to otherwise work collaboratively with the County to ensure compliance with ARPA.
- k. Grantee agrees to (a) fully comply with all applicable requirements of the Illinois Prevailing Wage Act; (b) notify all contractors and subcontractors that the construction of any public work using Grant funds shall be subject to the Illinois Prevailing Wage Act; and (c) include all notices required by statute and the Illinois Department of Labor in any contracts using Grant funds. In the event Grantee fails to comply with the notice requirements set forth in the Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines, and liabilities incurred for Grantee's, contractor's, and/or subcontractor's violation of the Prevailing Wage Act.
- l. If Grantee uses Grant funds to pay a contractor or subcontractor to perform work for Grantee, Grantee must ensure that such contracts include provisions incorporating all of the following:
  - i. The contractor/subcontractor agrees to comply with all applicable provisions of ARPA, the Final Rule, 2 C.F.R. 200 *et seq.* and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders.
  - ii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
  - iii. The Illinois Human Rights Act, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in



Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

- iv. The Davis Bacon Act, 40 U.S.C. 3141 *et seq.* as necessary.
- v. The Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as necessary.
- vi. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work using Grant funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the County as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the County. Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the County during the work.
- m. Grantee agrees that the maintenance of any work constructed in whole or in part with Grant funds will be the responsibility of Grantee, and Grantee alone. Further, Grantee shall be responsible for any future repair or replacement deemed necessary for said work. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of County to finance, maintain, repair, replace, or otherwise control the resulting work.
- n. Grantee certifies that Grantee, its directors, and its officers are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Grantee further certifies by signing this Agreement that Grantee, its directors, and its officers have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has Grantee

made an admission of guilt of such conduct that is a matter of record, nor has any director, officer, agent, or employee of Grantee been so convicted nor made such an admission.

- o. Grantee, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. Grantee, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

**4. Assignment**

This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

**5. Non-appropriation**

The sole source of the Grant funds shall be from the County's received Recovery Funds. The County shall not be obligated to fund the Grant from any other source. If the County does not receive sufficient Recovery Funds to satisfy all or part of the County's obligations under this Agreement, the County's obligation to provide the Grant funds to Grantee shall be suspended unless and until such Recovery Funds are received by the County. Also, Grantee understands and agrees the County's disbursement of Grant funds to Grantee, as set forth in this Agreement, is contingent on the Kendall County Board's appropriation and disbursement of those funds. Grantee understands and agrees that the sole and exclusive decision as to whether or not to appropriate and disburse Recovery Funds to Grantee lies within the discretion of the Kendall County Board.

**6. Remedies**

- a. The County, by disbursing Grant funds to Grantee, does not guarantee to Grantee that Grantee’s intended use of the Grant funds complies with the requirements of ARPA. By signing this Agreement, Grantee affirms that its use of the Grant funds qualifies for funding under ARPA. The County reserves the right to demand immediate repayment from Grantee of any Grant funds the County determines, in its sole discretion, were used for a purpose that does not meet the criteria of ARPA, the Final Rule, and/or any other Treasury guidelines associated with disbursement of funds under ARPA.
- b. If the County determines, in its sole discretion, the Grantee has submitted any false, inaccurate, or misleading information to the County, the County may demand immediate repayment from Grantee of all funds and shall not be obligated for any further disbursements.
- c. If Grantee’s records are needed to justify an expense to the Treasury or any other office, official, or department which is responsible for auditing disbursements of ARPA funds, failure by Grantee to promptly provide these records, for any reason including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Grantee shall be responsible for repayment of any funds the Treasury or other appropriate office, official, or department finds were improperly used, unsupported, or unverified. Additionally, Grantee agrees to indemnify the County and make the County whole for any penalty assessed against the County based upon Grantee’s failure to retain or provide records.
- d. Any other breach of this Agreement by Grantee may, at the sole discretion of the County, result in immediate termination of the Agreement and/or a demand for immediate repayment of all Grant funds. Grantee must return all Grant funds to the County within thirty (30) calendar days after the County issues a demand for immediate repayment pursuant to this paragraph.

**7. Indemnity**

If the Treasury, or any other person, official, or department which is charged with the auditing and review of expenditures of Recovery Funds determines that Grantee’s use of such

funds was not permitted under ARPA, Grantee agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies seek to recoup or collect, either by litigation, or by withholding other federal funds owed to the County.

Grantee further agrees to indemnify, reimburse, and make whole the County for any penalties associated with the United States government seeking to recoup the expended Grant funds including interest and/or any other penalty provided by law.

Grantee agrees it is not relying on any representation by the County that Grantee's use of the Grant funds is a permissible use under ARPA. Grantee agrees to hold the County harmless for any evaluation or advice which the County provided to Grantee as to whether Grantee's use of Grant funds is a permissible use under ARPA.

In addition to all of the above, Grantee shall indemnify, hold harmless and defend with counsel of County's own choosing, County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement and any breach by Grantee of any representations or warranties made within the Agreement (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Grantee in its performance under this Agreement or its use of Grant funds.

Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Grantee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. All indemnification obligations shall survive the termination of this Agreement.

**8. Notice**

Any notice required or permitted in this Agreement shall be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and

certified with the return receipt requested, (b) delivering the same in person, or (c) via e-mail with electronic confirmation of receipt.

*If to the County:* Kendall County Administrator  
111 W. Fox Street  
Yorkville, Illinois 60560

With copy to:  
Kendall County State's Attorney  
807 John Street  
Yorkville, Illinois 60560

*If to Grantee:*  
  
Lisa Olah  
10826 Rt. 71 PO BOX 149  
Yorkville, IL 60560

or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

**9. Venue and Severability**

This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the County is required to use the services of an attorney, then the County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly

retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

**10. Execution of Agreement**

This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

**11. Entire Agreement**

This Agreement represents the entire agreement between the Parties regarding this subject matter and there are no other promises or conditions in any other agreement whether oral or written. Except as expressly stated herein, this Agreement supersedes any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties.

**12. Relationship of the Parties**

Nothing contained in this Agreement, nor any act of the County or Grantee pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and Grantee. Grantee understands and agrees that Grantee is solely responsible for paying all wages, benefits and any other compensation due and owing to Grantee's officers, employees, and agents for the performance of any services as set forth in the Agreement.

**13. Conflict of Interest**

The County and the Grantee both affirm no Kendall County officer or elected official has a direct or indirect, real or apparent, financial or other interest in Grantee or this Agreement or if any Kendall County officer or elected official does have an interest in Grantee or this Agreement, that interest, and the procedure followed to effectuate this Agreement, has and will comply with 50 ILCS 105/3, 2 CFR 200.318(c), and other applicable state or federal law.

**14. Waiver**

The County and/or Grantee's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

**15. Termination**

This Agreement shall be in full force and effect upon signature by both parties and will terminate once Grantee has spent or returned all the Grant funds it has received from the County and filed its final report. However, Grantee’s record-keeping obligation and its duty to defend and indemnify shall survive the term of this Agreement.

**16. Authority**

The County and Grantee each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.

**KENDALL COUNTY, ILLINOIS**

**KENDALL COUNTY FAIR ASSOCIATION**

\_\_\_\_\_  
Kendall County Board Chair

\_\_\_\_\_

Attest: \_\_\_\_\_  
Debbie Gillette  
Kendall County Clerk

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREEMENT FOR DISBURSEMENT AND USE OF KENDALL COUNTY'S  
AMERICAN RESCUE PLAN ACT FUNDS**

THIS AGREEMENT (“Agreement”) is made and entered into on this 17th day of October, 2023 by and between the County of Kendall, Illinois, a unit of local government (“County”) and Fox Valley Family YMCA, a non-profit 501(c)(3) organization in good standing (“Grantee”), TIN #36-3028169. For purposes of this Agreement, the County and Grantee shall hereinafter collectively be referred to as “the Parties”.

**RECITALS**

WHEREAS, the United States Department of Treasury (“Treasury”) launched the Coronavirus State and Local Fiscal Recovery Fund, Assistance Listing 21.027 (“Recovery Fund”), which was established by the American Rescue Plan Act of 2021 (“ARPA”), to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments; and

WHEREAS, the Treasury determined the County is an eligible local government that will be receiving approximately twenty-five million dollars (\$25,000,000) in Recovery Funds (FAIN SLFRP1804) from the United States Government; and

WHEREAS, the County’s share of the Recovery Funds are subject to the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, as executed by the County on May 18, 2021 (“Award Terms and Conditions”); and

WHEREAS, the Federal Award Date for the County’s Recovery Funds was May 20, 2021; and

WHEREAS, the Treasury issued guidelines identifying the authorized use of Recovery Funds allocated to local governments under the ARPA (hereinafter referred to as the “Final Rule”); and

WHEREAS, pursuant to the Final Rule, the County can use its allocated Recovery Funds for any one or more of the following authorized uses: (1) to respond to the public health emergency created by the COVID-19 pandemic (“pandemic”) or the pandemic’s negative economic impacts; (2) to provide premium pay to eligible workers performing essential work during the public health emergency; (3) to provide government services to the extent of the reduction in revenue due to the public health emergency; and (4) to make necessary investments in water, sewer, or broadband infrastructure; and



WHEREAS, within the eligible use categories outlined above, the Final Rule provides the County with the flexibility to determine how best to use payments from the Recovery Funds to meet the needs of the County's communities and population; and

WHEREAS, the Final Rule permits the expenditure of Recovery Funds for investments in water, sewer, and broadband infrastructure; and

WHEREAS, Grantee provides recreation, childcare, and other services to the residents of Kendall County; and

WHEREAS, in order to serve the residents of Kendall County, Grantee is constructing a new building at 1520 N. Cannonball Trail, Bristol, Kendall County, Illinois; and

WHEREAS, construction of the new building requires the installation of a private well and a septic unit; and

WHEREAS, the County finds that providing a portion of its Recovery Funds to Grantee for installation of a private well and a septic unit is a necessary investment in water and sewer infrastructure; and

WHEREAS, the County, as the jurisdiction responsible for disbursement of its Recovery Funds, is authorizing the disbursement of a portion of the County's Recovery Funds to Grantee (pursuant to the terms and conditions set forth in this Agreement) for the purpose of making necessary investments in water and sewer infrastructure by installing a private well and a septic unit at its new building in Bristol.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

**1. Recitals**

The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

**2. County's Obligations**

In consideration for Grantee's execution of this Agreement, the County agrees to the following:

- a. Pursuant to the terms and conditions set forth in this Agreement, the County agrees to disburse a portion of its Recovery Funds to Grantee in the amount of Ninety-Four Thousand Nine Hundred Fifty-Six Dollars and Zero Cents (\$94,956.00) to be used by Grantee for the purpose of installing a private well and a septic unit at its

new building located at 1520 N. Cannonball Trail, Bristol, Illinois. Said amounts actually disbursed to Grantee shall hereinafter be referred to as “Grant funds.”

- b. The Grant funds set forth in Paragraph 2(a) shall be disbursed by the County to Grantee in one lump sum.

**3. Grantee’s Obligations**

- a. Grantee understands and agrees it shall use the Grant funds only for the purpose of installing a private well and a septic unit at its new building located at 1520 N. Cannonball Trail, Bristol, Illinois. Grant funds may not be used to purchase any replaceable filters.
- b. Grantee must spend all Grant funds no later than December 20, 2024 (the “allowable spending period”). If Grantee has not spent all of the Grant funds by the end of the allowable spending period, Grantee must return all remaining Grant funds to the County within thirty (30) calendar days after Grantee’s allowable spending period ends.
- c. If Grantee uses the Grant funds for any purpose other than installing a private well and a septic unit at its new building located at 1520 N. Cannonball Trail, Bristol, Illinois (hereinafter referred to as an “Improper Purpose”), Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.
- d. Grantee affirms its drinking water system will comply with any applicable requirements of the Safe Drinking Water Act and all applicable federal and state drinking water standards and regulations.
- e. By signing this Agreement, Grantee affirms that Grantee may not use its Grant funds as a non-federal match for other federal programs whose statute or regulations bar the use of federal funds to meet matching requirements. If Grantee uses its Grant funds for such purpose, this shall also be deemed an Improper Purpose, and Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.
- f. By signing this Agreement, Grantee affirms its status as a nonprofit in good standing. In the event Grantee loses its good standing or tax-exempt status, it shall

immediately notify the County, and the County, in its sole discretion, may demand immediate repayment of all Grant funds disbursed to Grantee.

- g. Grantee agrees it shall not use its Grant funds for an expense for which it has already received, or will receive reimbursement or payment from another federal, state, local, or private program designed to provide relief from the pandemic.
- h. Grantee agrees to comply with ARPA, the Award Terms and Conditions, the Final Rule (including all subrecipient monitoring and reporting requirements), and all interpretive guidance issued by the Treasury regarding Recovery Funds. Grantee also agrees to comply with all applicable requirements set forth in the Uniform Guidance for Federal Awards (2 C.F.R. 200 *et seq.*), the Single Audit Act, and all other applicable federal and state statutes, regulations, and executive orders.
- i. Grantee shall maintain all original records relating to its use of the Grant funds for a period of at least ten (10) years after the Grant funds are spent or the period of time required by other state or federal law, whichever is longer.
- j. As a recipient of some of the County's Recovery Funds, Grantee understands and agrees that it must take any and all steps necessary to assist the County with the County's reporting requirements on the use of Grantee's Grant funds. Such steps will include, but are not limited to the following:
  - i. Ninety (90) calendar days after receiving the Grant funds, Grantee shall file a written report with the County that includes the following information: (a) the amount of Grant funds spent by Grantee during that three month period; (b) sufficient detail describing how the Grant funds were used by Grantee during that three month period; and (c) supporting documentation evidencing how the Grant funds were used by Grantee. Grantee agrees to provide any additional information and supporting documentation requested by the County in this report, as the County sees fit. Grantee shall continue to file these written reports every ninety (90) days to include the above information for each 90-day period.
  - ii. Within five (5) calendar days after the allowable spending period ends, Grantee shall file a final written report with the County that includes the following information: (a) the amount of Grant funds spent by Grantee in

the time since Grantee's previous report; (b) sufficient detail describing how the Grant funds were used by Grantee since the time period covered by Grantee's previous report; (c) supporting documentation evidencing how the Grant funds were used since the time period covered by Grantee's previous report; and (d) the amount, if any, of unused Grant funds being returned to the County at the conclusion of the allowable spending period. Grantee agrees to provide any additional information and supporting documentation requested by the County in this report as the County sees fit.

- iii. At any other time, the County, its auditor, or legal counsel may request Grantee provide additional information and records relating to Grantee's use of the Grant funds. Grantee agrees to comply with such a request within ten (10) business days of receiving such a request and to otherwise work collaboratively with the County to ensure compliance with ARPA.
- k. Grantee agrees to (a) fully comply with all applicable requirements of the Illinois Prevailing Wage Act; (b) notify all contractors and subcontractors that the construction of any public work using Grant funds shall be subject to the Illinois Prevailing Wage Act; and (c) include all notices required by statute and the Illinois Department of Labor in any contracts using Grant funds. In the event Grantee fails to comply with the notice requirements set forth in the Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines, and liabilities incurred for Grantee's, contractor's, and/or subcontractor's violation of the Prevailing Wage Act.
- l. If Grantee uses Grant funds to pay a contractor or subcontractor to perform work for Grantee, Grantee must ensure that such contracts include provisions incorporating all of the following:
  - i. The contractor/subcontractor agrees to comply with all applicable provisions of ARPA, the Final Rule, 2 C.F.R. 200 *et seq.* and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders.
  - ii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*

- iii. The Illinois Human Rights Act, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- iv. The Davis Bacon Act, 40 U.S.C. 3141 *et seq.* as necessary.
- v. The Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as necessary.
- vi. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work using Grant funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the County as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the County. Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the County during the work.
- m. Grantee agrees that the maintenance of any work constructed in whole or in part with Grant funds will be the responsibility of Grantee, and Grantee alone. Further, Grantee shall be responsible for any future repair or replacement deemed necessary for said work. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of County to finance, maintain, repair, replace, or otherwise control the resulting work.
- n. Grantee certifies that Grantee, its directors, and its officers are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Grantee further certifies by signing this Agreement that Grantee, its directors, and its officers have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and have not been convicted of or barred for bribery or attempting to bribe an

officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has Grantee made an admission of guilt of such conduct that is a matter of record, nor has any director, officer, agent, or employee of Grantee been so convicted nor made such an admission.

- o. Grantee, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. Grantee, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

**4. Assignment**

This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

**5. Non-appropriation**

The sole source of the Grant funds shall be from the County's received Recovery Funds. The County shall not be obligated to fund the Grant from any other source. If the County does not receive sufficient Recovery Funds to satisfy all or part of the County's obligations under this Agreement, the County's obligation to provide the Grant funds to Grantee shall be suspended unless and until such Recovery Funds are received by the County. Also, Grantee understands and agrees the County's disbursement of Grant funds to Grantee, as set forth in this Agreement, is contingent on the Kendall County Board's appropriation and disbursement of those funds. Grantee

understands and agrees that the sole and exclusive decision as to whether or not to appropriate and disburse Recovery Funds to Grantee lies within the discretion of the Kendall County Board.

**6. Remedies**

- a. The County, by disbursing Grant funds to Grantee, does not guarantee to Grantee that Grantee's intended use of the Grant funds complies with the requirements of ARPA. By signing this Agreement, Grantee affirms that its use of the Grant funds qualifies for funding under ARPA. The County reserves the right to demand immediate repayment from Grantee of any Grant funds the County determines, in its sole discretion, were used for a purpose that does not meet the criteria of ARPA, the Final Rule, and/or any other Treasury guidelines associated with disbursement of funds under ARPA.
- b. If the County determines, in its sole discretion, the Grantee has submitted any false, inaccurate, or misleading information to the County, the County may demand immediate repayment from Grantee of all funds and shall not be obligated for any further disbursements.
- c. If Grantee's records are needed to justify an expense to the Treasury or any other office, official, or department which is responsible for auditing disbursements of ARPA funds, failure by Grantee to promptly provide these records, for any reason including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Grantee shall be responsible for repayment of any funds the Treasury or other appropriate office, official, or department finds were improperly used, unsupported, or unverified. Additionally, Grantee agrees to indemnify the County and make the County whole for any penalty assessed against the County based upon Grantee's failure to retain or provide records.
- d. Any other breach of this Agreement by Grantee may, at the sole discretion of the County, result in immediate termination of the Agreement and/or a demand for immediate repayment of all Grant funds. Grantee must return all Grant funds to the County within thirty (30) calendar days after the County issues a demand for immediate repayment pursuant to this paragraph.

**7. Indemnity**

If the Treasury, or any other person, official, or department which is charged with the auditing and review of expenditures of Recovery Funds determines that Grantee's use of such funds was not permitted under ARPA, Grantee agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies seek to recoup or collect, either by litigation, or by withholding other federal funds owed to the County.

Grantee further agrees to indemnify, reimburse, and make whole the County for any penalties associated with the United States government seeking to recoup the expended Grant funds including interest and/or any other penalty provided by law.

Grantee agrees it is not relying on any representation by the County that Grantee's use of the Grant funds is a permissible use under ARPA. Grantee agrees to hold the County harmless for any evaluation or advice which the County provided to Grantee as to whether Grantee's use of Grant funds is a permissible use under ARPA.

In addition to all of the above, Grantee shall indemnify, hold harmless and defend with counsel of County's own choosing, County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement and any breach by Grantee of any representations or warranties made within the Agreement (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Grantee in its performance under this Agreement or its use of Grant funds.

Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Grantee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. All indemnification obligations shall survive the termination of this Agreement.

**8. Notice**



Any notice required or permitted in this Agreement shall be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) via e-mail with electronic confirmation of receipt.

*If to the County:* Kendall County Administrator  
111 W. Fox Street  
Yorkville, Illinois 60560

With copy to:  
Kendall County State's Attorney  
807 John Street  
Yorkville, Illinois 60560

*If to Grantee:*  
Latty Nelson  
3875 Eldamain Road  
Plano, IL 60545

or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

**9. Venue and Severability**

This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the County is required to use the services of an attorney, then the County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

**10. Execution of Agreement**

This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

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This Agreement represents the entire agreement between the Parties regarding this subject matter and there are no other promises or conditions in any other agreement whether oral or written. Except as expressly stated herein, this Agreement supersedes any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties.

**12. Relationship of the Parties**

Nothing contained in this Agreement, nor any act of the County or Grantee pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and Grantee. Grantee understands and agrees that Grantee is solely responsible for paying all wages, benefits and any other compensation due and owing to Grantee's officers, employees, and agents for the performance of any services as set forth in the Agreement.

**13. Conflict of Interest**

The County and the Grantee both affirm no Kendall County officer or elected official has a direct or indirect, real or apparent, financial or other interest in Grantee or this Agreement or if any Kendall County officer or elected official does have an interest in Grantee or this Agreement, that interest, and the procedure followed to effectuate this Agreement, has and will comply with 50 ILCS 105/3, 2 CFR 200.318(c), and other applicable state or federal law.

**14. Waiver**

The County and/or Grantee's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

**15. Termination**

This Agreement shall be in full force and effect upon signature by both parties and will terminate once Grantee has spent or returned all the Grant funds it has received from the County and filed its final report. However, Grantee's record-keeping obligation and its duty to defend and indemnify shall survive the term of this Agreement.

**16. Authority**

The County and Grantee each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.

**KENDALL COUNTY, ILLINOIS**

**FOX VALLEY FAMILY YMCA**

\_\_\_\_\_  
Kendall County Board Chair

\_\_\_\_\_

Attest: \_\_\_\_\_  
Debbie Gillette  
Kendall County Clerk

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## FY24 Budget Approval Calendar

	Date	Responsible Party/Meeting	Time	Task
<b>JUN</b>	6/26/2023	Admin & User Departments/Offices		Prepare salary spreadsheets
	6/29/2023	Finance Committee	4:00pm	Establish FY24 Budget Criteria and Authorize FY24 Capital Budget Process
	6/30/2023	Administration		Send FY24 Capital Plan Process and Budget Criteria
<b>JUL</b>	7/3/2023	*DHEOs		End Users enter budgets and salaries
	7/13/2023	COW	4:00pm	
	7/18/2023	County Board Meeting	9:00am	
	7/27/2023	Finance Committee	4:00pm	
<b>AUG</b>	8/2/2023	County Board Meeting	6:00pm	
	8/8/2023	*DHEOs		Capital Plan budgets due
	8/8/2023	*DHEOs		Operations budgets due including salaries
	8/14-8/18	*DHEOs		Meet with Department Heads
	8/9-8/31	Administration		Prepare budget books/tablets/overviews
	8/24/2023	Finance Committee	4:00pm	
8/15/2023	County Board Meeting	9:00am		
<b>SEP</b>	9/5/2023	County Board Meeting	6:00pm	
	9/7/2023	COW/Finance Committee	8:30am	<i>Budget Hearings-TBD</i>
	9/8/2023	COW/Finance Committee	9:30am	<i>Budget Hearings-TBD</i>
	9/14/2023	COW	4:00pm	Approves Tentative Budget and Forward to County Board
	9/15/2023	Admin		Run Notice for Public Inspection of Tentative Budget Ad
	9/19/2023	County Board Meeting	9:00am	Approve Tentative Budget at least 15 days prior to final action
	9/28/2023	Finance Committee	4:00pm	Discuss FY24 Budget
<b>OCT</b>	10/3/2023	County Board Meeting	6:00pm	
	10/12/2023	COW	4:00pm	Discuss FY24 Budget- Forward final budget to County Board
	10/17/2023	County Board Meeting	9:00am	
	10/26/2023	Finance Meeting	5:00pm	Discuss FY24 Budget- Forward final budget to County Board
<b>NOV</b>	11/7/2023	County Board Meeting	6:00pm	Approve Budget
	11/8/2023	Admin		Run levy ad before levy hearing (less than 14 days more than 7 days before levy hearing)
	11/16/2023	COW	4:00pm	
	11/21/2023	County Board Meeting	9:00am	Levy hearing and approval
	11/30/2023	Finance Meeting	4:00pm	
<b>DEC</b>	12/5/2023	County Board Meeting	6:00pm	
	12/14/2023	COW	4:00pm	
	12/19/2023	County Board Meeting	9:00am	Last day to certify Levy on or before the last Tuesday in December
	12/28/2023	Finance Meeting	4:00pm	

\*DHEOs = Department Heads & Elected Officials

Change Log  
October 12, 2023

**FY24 Budget**

<b>CURRENT GENERAL FUND SURPLUS/(DEFICIT)</b>		<b>\$ (1,812,825)</b>
<u>September 7, 2023</u>		
Beginning Deficit		(4,231,685)
Revised Levy Extension 10/12/23		<u>1,651,604</u>
Revised Deficit		<u><u>(2,580,081)</u></u>
<u>September 28, 2023</u>		
1 Decrease Expense: County Clerk Millage	9,000	
2 Decrease Levy: County Bridge Levy	25,000	
3 Decrease Expense: Move 1/2 PB&Z Director Salary	50,000	
4 Decrease Expense: Reduce Project Manager Salary	5,000	
5 Decrease Expense: Reduce Postage	50,000	
6 Decrease Transfer Out: 27th Payroll	80,000	
7 Decrease Expense: County Clerk Election Supplies	50,000	
	<u>269,000</u>	<u>(2,311,081)</u>
8 Increase Transfer in: Probation Service Fund to General Fund	14,557	
9 Increase Transfer Out: General Fund to Debt Service	(14)	
10 Decrease Expense: Regional Office of Education	1,052	
11 Reduce SAO- Clerical Salary Line to 2%	49,027	
12 Reduce SAO- States Attorney Salary Line to 2%	78,428	
13 Reduce Public Defender Clerical Line to 2%	932	
14 Reduce Public Defender Attorney Line to 2%	17,785	
15 Reduce Facilities Clerical Salary to 2%	4,000	
16 Reduce County Clerk Salary Line to 2%	10,818	
17 Reduce Human Resource Salary to 2%	1,200	
18 Sheriff Commander Salary Line to 2%	3,837	
19 Sheriff Clerical Salary Line to 2%	4,258	
20 Reduce Corrections Command Salary Line to 2%	1,803	
21 Recue Correction Clerical Salary Line 2%	1,236	
22 Probation Director Salary Line to 2%	1,132	
23 Probation Supervisor Salary Line to 2%	965	
24 Probation Clerical Salary Line to 2%	1,274	
25 11001516 Reduce Judge Periderm 2%	4,839	
26 11001516 Reduce Judge Admin 2%	8,434	
27 Remove States Attorney Request for New Hires	118,693	
28 Remove Public Defender Request for New Hire	75,000	
29 Remove Circuit Clerk New Hires	68,000	
30 Reduce Technology PT New Hire	20,000	
31 Reduce SAO-Temp Salary	1,000	
32 Reduce SAO- Stipends	4,000	
33 Reduce SAO- Clothing	1,000	
34 Reduce Child Advocacy Board	5,000	
	<u>498,255</u>	<u>(1,812,826)</u>

FY24 Levy Calculation & Requests  
October 12, 2023

	FY23	FY24	Difference	% Change
New Construction	\$ 81,902,729	\$ 84,523,616	\$ 2,620,887	3.2%
Rate Setting EAV	\$ 4,125,581,150	\$ 4,584,848,376	\$ 459,267,226	11.1%
<b>Available Levy Extension</b>	<b>\$ 24,345,467</b>	<b>\$ 26,042,851</b>	<b>\$ 1,697,384</b>	<b>7.0%</b>
<b>CPI Increase</b>	<b>(\$1,136,290)</b>	<b>(\$1,217,273)</b>	<b>(\$80,983)</b>	<b>7.1%</b>
<b>Net Levy Extension w/o CPI Increase</b>	<b>\$ 23,209,177</b>	<b>\$ 24,825,578</b>	<b>\$ 1,616,401</b>	<b>7.0%</b>

	FY23 Levy	FY24 Levy Requests	FY23 Available Levy v. FY22 Levy \$ Incr./-(Decr.)	% Incr./-Decr.
<b>Levy Funds</b>				
General Fund	\$13,584,301	\$13,835,712	251,411	1.9%
Health & Human Services Fund	1,508,725	1,511,000	2,275	0.2%
708 Mental Health Fund	1,023,144	1,075,887	52,743	5.2%
Social Services for Seniors Fund	362,639	363,000	361	0.1%
Extension Education Fund	192,252	192,163	(89)	0.0%
County Highway Fund	1,497,586	1,500,000	2,414	0.2%
County Bridge Fund	499,195	500,000	805	0.2%
IMRF	2,396,138	2,400,000	3,862	0.2%
Social Security	1,597,425	1,600,000	2,575	0.2%
Liability Insurance Fund	1,303,271	1,305,300	2,029	0.2%
Tuberculosis Fund	30,117	30,000	(117)	-0.4%
Veterans Assistance Cms.	350,674	512,516	161,841	46.2%
<b>Total Requests: Capped</b>	<b>\$24,345,467</b>	<b>\$24,825,578</b>	<b>\$480,111</b>	<b>2.0%</b>

Kendall County  
PTELL Calculation  
PTELL - Property Tax Extension Limitation Law  
10/12/2023

	FY23 PTELL Calculation	New Dollars
<b>CPI</b>	5.0%	
<b>New Construction Rate Setting EAV</b>	\$ 84,523,616	New Construction amount \$ 84,523,616
	\$ 4,584,848,376	x Limiting rate 0.005680
		= New Construction portion <b>\$480,111</b>
Previous Year Actual Extension	24,345,467	
Subtract Previous Year PBC Levy	-	
= Previous Year Net Extension	24,345,467	Previous Year Net Extension \$ 24,345,467
Previous Year Net Extension x CPI Factor (1+CPI)	24,345,467 1.0500	x CPI 5.0%
<b>= Numerator</b>	25,562,740	= Previous Year Net Extension portion <b>\$1,217,273</b>
Estimated New Year EAV	4,584,848,376	
Less Estimated New Construction	(84,523,616)	
= Est. Net New Year EAV ( <b>Denominator</b> )	4,500,324,760	
<u>Previous Year Extension x CPI (<b>Numerator</b>)</u>	25,562,740	
New EAV - New Construction ( <b>Denominator</b> )	4,500,324,760	
= Limiting Rate	0.005680	
Estimated New Year Rate Setting EAV	4,584,848,376	
x Limiting Rate	0.005680	
New Year Net Extension	26,042,851	
Less Previous Year Net Extension	(24,345,467)	
Capped Levy: Estimated New dollars	<b>1,697,384</b>	Est. Total New Dollars <b>\$1,697,384</b>
Net Extension	26,042,851	
+ Next Year PBC Levy		
Total Extension	26,042,851	
<b>Previous Year Rate Setting EAV</b>	4,125,581,150	
<b>Current Year Rate Setting EAV (Est.)</b>	4,584,848,376	
<b>EAV Increase/(Decrease)</b>	459,267,226	
	11.13%	

## GENERAL FUND REVENUE SUMMARY

ACCOUNT & DESCRIPTION	BUDGET 2023	BUDGET 2024	% CHANGE IN BUDGET	\$ CHANGE IN BUDGET
General Fund Total Revenues	28,296,196	28,875,338	2.0%	579,142
<b>TAXES</b>				
11000530 41010 Current Property Tax	\$13,612,375	13,835,712	1.6%	223,337
11000530 41020 Personal Property Repl. Tax	915,000	915,000	0.0%	0
11000530 41030 State Income Tax	3,158,685	3,158,685	0.0%	0
11000530 41040 Local Use Tax	760,000	760,000	0.0%	0
11000530 41050 State Sales Tax	650,000	600,000	-7.7%	(50,000)
11000530 41060 Franchise Tax	338,000	338,000	0.0%	0
11000530 41070 Local Share Cannabis Tax	25,000	25,000	0.0%	0
11000530 41140 1/4 Cent Sales Tax	3,228,750	3,230,000	0.0%	1,250
11000606 41160 Co. Real Estate Transfer Tax	450,000	450,000	0.0%	0
Total Taxes	23,137,810	23,312,397	0.8%	174,587
<b>LICENSES, PERMITS, &amp; FEES FROM SERVICES</b>				
11000222 41390 Assessment Miscellaneous	3,000	3,000	0.0%	0
11000314 41290 Circuit Clerk Fees	1,050,000	1,000,000	-4.8%	(50,000)
11000314 41300 Cir. Clk. System Fee	5,000	10,000	100.0%	5,000
11000314 42130 Cir. Clk. GPS Service Fee	2,000	2,000	0.0%	0
11000314 42140 Cir. Clk. Periodic Impris. Fee	12,000	8,000	-33.3%	(4,000)
11000314 42250 Circuit Clerk Revenue	60,000	30,000	-50.0%	(30,000)
11000529 42200 County Building Postage Reimb.	140,000	170,000	21.4%	30,000
11000530 42220 Compost Fees	20,000	5,000	-75.0%	(15,000)
11000606 41210 County Clerk Fees	350,000	350,000	0.0%	0
11000606 41220 Recorder's Miscellaneous	40,000	40,000	0.0%	0
11000825 41150 Property Tax Late Pymnt. Penalty	325,000	325,000	0.0%	0
11000825 41400 Treasurer Fees	21,000	21,000	0.0%	0
11000825 41700 Miscellaneous Revenue	30,000	30,000	0.0%	0
11001618 41340 Probation Board & Care	2,000	0	-100.0%	(2,000)
11001719 41360 Public Defender Fees	4,050	4,050	0.0%	0
11001902 41180 Building Fees	80,000	85,000	6.3%	5,000
11001902 41190 Recording Fees	1,200	1,200	0.0%	0
11001902 41200 Zoning Fees	10,000	10,000	0.0%	0
11001902 41450 2012 NRA Fee	10	10	0.0%	0
11002009 41240 Sheriff Fees	113,663	107,250	-5.6%	(6,413)
11002009 41250 Sheriff Miscellaneous	6,479	13,123	102.5%	6,644
11002009 41260 HIDTA Reimbursement	39,319	40,000	1.7%	681
11002009 42070 Security Detail Income	13,146	18,000	36.9%	4,854
11002011 41270 Merit Commission Revenue	2,000	0	-100.0%	(2,000)
11002010 42050 Prisoner Transport	701	700	-0.1%	(1)
11002010 42060 Sheriff Bond Fee	0	13,800	#DIV/0!	13,800
11002010 42080 Corrections Board & Care	0	136,875	#DIV/0!	136,875
11002010 42090 Federal Inmate Revenue	584,000	503,700	-13.8%	(80,300)
11002010 42100 Federal Inmate Mileage Reimbursement	3,575	3,785	5.9%	210
11002010 42110 Federal Inmate Transport Fees	31,616	22,292	-29.5%	(9,324)
11002120 41370 Fines & Forfeits	250,000	260,000	4.0%	10,000
11002120 41380 State's Attorney Miscellaneous Revenue	1	1	0.0%	0
11002120 42150 State's Attorney Trial Fee	350	250	-28.6%	(100)
11002120 42160 State's Attorney Comptroller Collection Fines/Fees	2,000	2,000	0.0%	0
11002233 41410 Technology Revenue	0	1,000	100.0%	1,000
11002233 41420 Technology Municipality	0	0	0.0%	0
11002532 41460 UCCI Reimbursement	3,000	3,000	0.0%	0
11002532 42210 Liquor License	21,500	21,500	0.0%	0
Total Licenses, Permits & Fees from Services	3,226,610	3,241,536	0.5%	14,926



## GENERAL FUND REVENUE SUMMARY

ACCOUNT & DESCRIPTION	BUDGET 2023	BUDGET 2024	% CHANGE IN BUDGET	\$ CHANGE IN BUDGET
<b>INTEREST</b>				
11000825 41350 Interest Income	75,000	500,000	566.7%	425,000
Total Interest	75,000	500,000	566.7%	425,000
<b>INTERGOVERNMENTAL</b>				
11000530 41080 State's Attorney Salary	166,923	175,605	5.2%	8,683
11000530 41090 Probation Officer Salary	849,253	729,957	-14.0%	(119,296)
11000530 41100 Supervisor of Assmnt. Salary	46,125	48,213	4.5%	2,088
11000530 41110 Public Defender Salary	113,241	112,975	-0.2%	(266)
11000530 41500 State Comp-Pretrial Officer	157,838	175,300	11.1%	17,462
11000530 41130 Sheriff Salary	87,991	86,942	-1.2%	(1,049)
11002233 41430 KenCom Operations Reimbursement	98,345	101,296	3.0%	2,950
11000606 41120 State Com Election Judge	10,000	50,000	400.0%	40,000
11000912 41280 EMA Reimbursement from IEMA	50,000	48,000	-4.0%	(2,000)
11001618 41440 Probation Officer Salary (Municipal)	20,000	20,000	0.0%	0
Total Intergovernmental	1,599,716	1,548,288	-3.2%	(51,428)
<b>TOTAL REVENUE</b>	<b>28,039,136</b>	<b>28,602,221</b>	<b>2.0%</b>	<b>563,085</b>
<b>TRANSFERS IN</b>				
11003038 40200 Transfer from PS Sales Tax Fund	0	0	0.0%	0
Transfer from Probation Services Fund		14,557		
11003038 40030 Transfer from Animal Control Fund	10,000	10,000	0.0%	0
11003038 40050 Transfer from GIS Mapping	13,560	13,560	0.0%	0
11003038 40220 Transfer from Court Security Fund	30,000	30,000	0.0%	0
Transfer from Document Storage Fund	0	0	0.0%	0
11003038 40430 Transfer From CirClk Child Support Fund #1303	75,500	20,000	-73.5%	(55,500)
11003038 40440 Transfer From CirClk Document Storage Fund #1304	55,000	60,000	9.1%	5,000
11003038 40450 Transfer from CirClk Court Operation #1306	45,000	0	-100.0%	(45,000)
11003038 40230 Transfer from CirClk Automation Fund #1313	28,000	125,000	346.4%	97,000
Total Transfers	257,060	273,117	6.2%	16,057
General Fund Total Revenue & Transfers In	<u>28,296,196</u>	<u>28,875,338</u>	2.0%	579,142
GF Expenditures & Transfers Out	(28,691,606)	(30,688,163)		
GF Revenues & Transfers In	28,296,196	28,875,338	2.0%	579,142
Surplus (Deficit)	<u>(395,410)</u>	<u>(1,812,825)</u>		

**GENERAL FUND EXPENDITURE SUMMARY**

<b>DESCRIPTION</b>	<b>BUDGET 2023</b>	<b>BUDGET 2024</b>	<b>% CHANGE IN BUDGET</b>	<b>\$ CHANGE IN BUDGET</b>
<b>EXPENSES</b>				
Administrative Services	456,470	511,859	12.1%	55,389
Auditing & Accounting	245,080	258,500	5.5%	13,420
Board of Review	84,285	85,815	1.8%	1,530
Capital Expenditures	0	0	0.0%	0
CASA Expenditures	12,000	20,000	66.7%	8,000
Circuit Court Clerk	1,124,534	1,286,021	14.4%	161,487
Circuit Court Judge	348,879	353,149	1.2%	4,270
Combined Court Services (Probation)	1,412,947	1,557,898	10.3%	144,951
Contingency	499,431	643,317	28.8%	143,886
Coroner	215,518	223,984	3.9%	8,466
Corrections	4,942,056	5,126,702	3.7%	184,646
County Assessments	355,372	359,407	1.1%	4,035
County Board	205,182	208,388	1.6%	3,206
County Clerk & Recorder & Bonds	190,872	183,307	-4.0%	(7,565)
Election Costs	787,219	758,347	-3.7%	(28,872)
Emergency Management Agency	98,734	101,662	3.0%	2,928
Facilities Management	1,263,939	1,331,929	5.4%	67,990
Farmland Review Board	353	353	0.0%	0
Jury Commission	65,900	87,450	32.7%	21,550
KenCom Intergovernmental Agreement	0	0		
Merit Commission	46,486	44,927	-3.4%	(1,559)
Planning, Building & Zoning	274,584	238,387	-13.2%	(36,197)
Postage County Building	149,980	130,878	-12.7%	(19,102)
Public Defender	631,487	647,957	2.6%	16,469
Regional Office of Education	94,249	99,929	6.0%	5,680
Sheriff	7,009,835	7,447,535	6.2%	437,700
Soil & Water Conservation District Grant	55,000	60,000	9.1%	5,000
State's Attorney	1,766,764	1,804,630	2.1%	37,866
Technology Services	850,700	987,457	16.1%	136,757
Treasurer	525,873	539,448	2.6%	13,576
Human Resource	266,864	320,739	20.2%	53,874
Unemployment Compensation	0	0		0
Utilities	665,764	789,730	18.6%	123,966
<b>TOTAL EXPENDITURES</b>	<b>24,646,356</b>	<b>26,209,703</b>	<b>6.3%</b>	<b>1,563,346</b>

**GENERAL FUND EXPENDITURE SUMMARY**

<b>DESCRIPTION</b>	<b>BUDGET 2023</b>	<b>BUDGET 2024</b>	<b>% CHANGE IN BUDGET</b>	<b>\$ CHANGE IN BUDGET</b>
<b>TRANSFERS OUT:</b>				
<b>Debt Service</b>				
Trsn to Adm Bldg Debt Serv	92,000	104,760	13.9%	12,760
Courthouse Expansion Debt Svs Transfer	0	0		
PS Capital	0	0		
<b>Subtotal - Debt Service</b>	92,000	104,760	13.9%	12,760
<b>Capital/Reserves</b>				
Trsn to Building Fund	35,000	35,000	0.0%	0
Trsn to Cap Improve Fund	150,000	150,000	0.0%	0
<b>Subtotal - Capital/Reserve Funds</b>	185,000	185,000	0.0%	0
<b>Other Transfers Out</b>				
Mental Health Court	-	-		
Trns to County Election Fnd	100,000	100,000	0.0%	0
Trns to Kendall Area Transit	25,500	25,500	0.0%	0
Economic Development Fund	-	-		
Trns to 27th Payroll Fund	80,000	-	-100.0%	(80,000)
Trns to Health Care Fund	3,550,000	4,050,000	14.1%	500,000
Trns to Historic Pres. CLG	12,750	13,200		
<b>Subtotal - Other Transfers Out</b>	3,768,250	4,188,700	11.2%	420,450
<b>TOTAL TRANSFERS OUT</b>	4,045,250	4,478,460	10.7%	433,210
<b>TOTAL EXPENDITURES AND TRANSFERS OUT</b>	28,691,606	30,688,163	7.0%	1,996,556

**New Salaries - FY24**

<u>Circuit Clerk</u>		
Part Time Office Manager	20,000	
Part Time Clerk	20,000	
Clerk	28,000	
		68,000
<u>Public Defender</u>		
SAFE-T Act Attorney	75,000	75,000
<u>States Attorney</u>		
States Attorney- Assistant	77,750	
Secretary	40,943	
		118,693
<u>Technology</u>		
Level 2 Helpdesk	60,000	
Administrative Assistant	40,000	
		100,000
<u>Human Resources</u>		
PT Assistant	26,520	26,520
<b>Total New General Fund Salaries</b>		<b><u><u>\$ 388,213</u></u></b>
<u>Highway</u>		
Engineer Technician	60,000	
<u>VAC</u>		
Admin Assistant	47,000	
<b>Total New General Fund Salaries</b>		<b><u><u>\$ 107,000</u></u></b>
IMRF Rate -Regular	5.82%	
FICA Rate	7.65%	
	<u>13.47%</u>	
Average FY24 HealthCare Cost	<u>\$ 66,705</u>	

ARPA Salaries

<u>Administration</u>	<b>FY24</b>	
1 Assistant- PT Administrative	26,520	26,520
<u>Coroner</u>		
1 Full-Time Coroner	48,356	48,356
<u>Circuit Clerk</u>		
1 Chief Deputy Clerk	79,233	
2 Deputy Clerk	28,749	
		107,982
<u>Health Department</u>		
1 Grant Manager	54,075	54,075
<u>Public Defender</u>		
1 Public Defender	67,800	67,800
<u>States Attorney</u>		
1 Assistant State's Attorney	107,470	
2 Paralegal	41,056	
		148,526
<u>Technology</u>		
1 Network Security Specialist	94,248	94,248
<b>FY24 ARPA/Lost Salaries</b>		<u><u>547,507</u></u>
IMRF Rate -Regular	5.88%	
FICA Rate	7.65%	
	<u>13.53%</u>	
Average FY23 HealthCare Cost	<u>\$ 74,078</u>	

**FY2024 Capital**

Vehicle, Equipment, Furnishings, Office Alterations, Other		Capital Fund Dollars	Other Fund Dollars	Fund No.	Remarks	
1	EOC Renovations	22,500		1404	EOC renovations to include replacing the carpeting, repainting the walls and building out an office for the EMA Director.	EMA
2	Kenwood UHF mobile radios	2,800		1404	Qty 4 Kenwood model NX-3820HGK UHF mobile radios. Replacing outdated radios in UCP-6 (2), and 2 EMA vehicles.	EMA
3	Radios, Vehicle Radios and Pager Endpoint Replace	15,000		1404	Radios, Vehicle Radios and Pager	CORONER
4	COB Switch Replacement	35,000	120,000	1402	EDR Replacement (Virus Protection for every device the County owns)	TECHNOLOGY
5				1770	Building Switches (COINCIDE WITH BUILDING UPGRADE @ COB to include 6 switch replacement. This isn't part of the new building switches. This is the upgrade that is required for the devices to talk to each other from building to building)	TECHNOLOGY
6	Hardware Warranty (Core Switches John Street Campus)	30,000		1404	Core switch warranty (Hardware cost to repurchase device is 32k x 6)	TECHNOLOGY
7	Server Upgrade License	25,000		1402	Upgrade Servers (CJIS and FEDRAMP compliance require us to keep version license within version	TECHNOLOGY
8	Barracuda Subscription	116,000		1402	Email Protection / Cloud To Cloud Backup / Archival of Emails (Vital Subscription to perform various portions of email)	TECHNOLOGY
9	Core Fiber Mods Upgrade	40,000		1402	Fiber Mod Upgrade (In connection to Fiber installed on John Street Campus)	TECHNOLOGY
10	Cloud Storage Upgrade	15,000		1402/1404	5 year total to sustain current rate of growth inside of the County (Backups are stored here)	TECHNOLOGY
11	Cradlepoint License	20,000		1402	Patrol Vehicles Connection to KenCom	TECHNOLOGY
12	Manage Engine Subscription	71,000		1402	Technology tool for managing entire fleet OS and patch management	TECHNOLOGY
13	Misc. A/E Services by Cordogan Clark	10,000		1402	Various Small Projects: Office Reno, Specs, etc.	FACILITIES
14	Storm Water Mgmt. - Maintain & Burn	17,500		1402	Annual Cost re: retention pond maintenance	FACILITIES
15	Surveillance Cameras @ Entrances	20,000		1404	(4) cameras on Jail/Court System	FACILITIES
16	ADA Review Corrections	25,000		1402	Scope of Work to Comply w/ADA Standards	FACILITIES
17	Limble CMMS/Asset Control Year Cost	28,000		1402	Assumes increase of (5) Users to (20) Total	FACILITIES
18	ADA Lift for Courtroom #112	30,000		1404	Holdover from 2023.	FACILITIES
19	Access Control & Panic AC/FM/Cor	48,000		1404	No Access Control = security concerns	FACILITIES
20	Pavement Repairs & More Signage	50,000		1402	Includes Repairs/Seal Coat of John Street	FACILITIES
21	Retrofit All Lights in (3) Courtrooms	55,500		1404	111, 112, 113 Part of Annual Program	FACILITIES
22	Fiber Replace at John Street	59,000		1404	2nd Phase	FACILITIES
23	A/E Fees for Phase 3 Design		60,000	Grant	Assumes same as Phase 2	FACILITIES
24	A&E for Kendall Building	60,000		1401		FACILITIES
25	PSCPU	125,000		1404		FACILITIES
26	Epoxy Garage Floor		15,000	1400		ANIMAL CONTROL
27	Court House Expansion	1,000,000		1404	Soft Costs & FFE (\$455/ft) \$390/ft hard cost	FACILITIES
28	Firehouse Improvement	1,000,000		1401		FACILITIES
29	Phase #2	1,000,000		1401		FACILITIES
30	Lost Revenue Deficit	1,250,000		1401		ADMINISTRATION
<b>Total</b>		<b>5,170,300</b>	<b>195,000</b>			