

**KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING**

Kendall County Office Building, Rooms 209 & 210

Tuesday, June 6, 2017 at 6:00 p.m.

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Previous Month's Minutes
5. Approval of Agenda
6. Correspondence and Communications – County Clerk
7. Special Recognition
8. Citizens to Be Heard
9. Executive Session
10. New Business
11. Old Business
12. Standing Committee Reports
 - A. Planning, Building & Zoning
 1. Approval of Proposal from WBK Engineering for Work Related to the Submittal of the Annual Report for the 2017 NPDES – MS 4 Requirements in an amount of \$1700 plus Reimbursable Costs (Costs + 10%)
 2. Approval of an Intergovernmental Agreement between the Village of Plattville and the County of Kendall to Administer the County's Ordinances for Zoning, Building Code, Subdivision Control, Comprehensive Plan and Stormwater Management within the Jurisdiction of the Village of Plattville for a Term of One (1) Year in the Amount of \$1.00 Plus Associated Costs Paid by the Village of Plattville to the County of Kendall
 - B. Administration/HR
 1. Approve change of the second Admin HR meeting of the month from the 4th Tuesday, to the 3rd Wednesday of each month at 5:30pm
 2. Approval of the recommendation that the following ADA statement be added to all future County meeting agendas: If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum 24-hours prior to the meeting time
 3. Approval of the County Administrator as the Open Meeting Act designee
 - C. Finance Committee
 1. Approve claims in an amount not to exceed \$691,179.39 , May 2017 Petit Jurors in an amount not to exceed \$1,742.51 , Grand Jurors Date of Service 5-8-17 in an amount not to exceed \$244.35
 2. Approve Coroner claims in an amount not to exceed \$ 21,697.93
 3. Approval of Senior Citizen Social Services Levy Grants in an amount not to exceed \$328,000
 - D. Law, Justice and Legislation
 1. Approval of Amendment to Adult Redeploy/Drug Court Agreement
 - E. Animal Control
 1. Approval of the Revision for Illinois Bite Statute (Standard Operating Procedure)
 - F. Health & Environment
 - G. Committee of the Whole
 - H. Standing Committee Minutes Approval
13. Special Committee Reports
 - A. Kencom Executive Board
 - B. Housing Authority
 - C. Historic Preservation
 - D. Board of Health
 - E. Juvenile Justice Council

14. Chairman's Report

Appointments

David Zielke – Board of Review – 2 year term – expires June 2019

Theodore Schneller – Board of Review Alternate – 2 year term – expires June 2019

Announcements

Kristine Heiman – Historic Preservation Commission – 3 year term – Expires June 2020

Joel Frieders – Alternate KenCom Board, City of Yorkville

15. Other Business

16. Citizens to be Heard

17. Questions from the Press

18. Executive Session

19. Adjournment

**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
May 2, 2017**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, May 2, 2017 at 6:33 p.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Lynn Cullick, Bob Davidson, Tony Giles, Audra Hendrix, Matt Kellogg, Matthew Prochaska, and John Purcell.

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

THE MINUTES

Member Prochaska moved to approve the submitted minutes from the Adjourned County Board Meeting of 4/5/17. Member Cullick seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

THE AGENDA

Chairman Gryder asked to strike item 12A1 from the agenda. Member Kellogg moved to approve the amended agenda. Member Purcell seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

SPECIAL RECOGNITION

Fran Klaas, Highway Engineer spoke about closing the bridge in Millington. The Sheriff's office is helping with the traffic flow.

Sheriff Baird thanked the board and the State's Attorney's Office for the support during the long lawsuit.

Dr. Tokars announced the roadside safety training on May 12, 2017.

NEW BUSINESS

Historic Preservation Month

Member Purcell moved to approve the proclamation declaring May Historic Preservation Month. Member Kellogg seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

**A PROCLAMATION
Declaring Historic Preservation Month in Kendall County, Illinois
IGAM 17-14**

WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, "This Place Matters" is the theme for National Preservation Month 2017, cosponsored by Kendall County and the National Trust for Historic Preservation.

THEREFORE, the Board of Kendall County do proclaim May as National Preservation Month, and call upon the people of Kendall County to join their fellow citizens across the United States in recognizing and participating in this special observance.

ADOPTED BY THE COUNTY BOARD THIS 2nd DAY OF May, 2017.

Scott R. Gryder
Co Board 5/2/17

Attest:
Debbie Gillette

Kristine Heiman from the Historic Preservation Committee informed the board that they will have a booth at Prairie Fest on June 17th.

Boards and Commissions Review Ad Hoc Committee

Member Cullick moved to approve the creation of a Boards and Commissions Review Ad Hoc Committee with the expiration of September 30, 2017 and report to be issued to the full board meeting on October 17, 2017. Member Prochaska seconded the motion.

Chairman Gryder explained that the purpose of the Ad Hoc Committee is to review all county commissions that are a creation of the Kendall County Board or that are appointed by the Kendall County Board or other commissions or committees or board that the committee should determine to be applicable to the residents of Kendall County as well as the qualifications for individuals serving on those boards. Member Gryder said that the idea is to look for redundant or to the combine of committees and if the committees were created by statute or by the board.

Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Map Amendment

Member Davidson moved to approve the ordinance – Map Amendment rezoning an 8.8 acre parcel located at 790 Eldamain Road from A-1 to M-1. Member Purcell seconded the motion.

Senior Planner Matt Asselmeier explained that the petitioner would like to operate a towing business. After the petition was submitted the City of Yorkville amended their comprehensive plan to change the area to being estate residential which created a conflict between what the petitioner was proposing and with what planning has across the street and what Kendall County has in its future land use map. The proposal is consistent with Kendall County's land resource management plan. Yorkville recommended denial all other entities recommended approval. Eight votes are needed to pass the ordinance.

Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 17-06 is available in the Office of the County Clerk.

Administration/HR

Electric Aggregation

Chris Childress from Progressive Energy informed the board that he will be bringing back bids to the May 11, 2017 Committee of the Whole meeting.

Application for Financial Assistance under Section 5310

Member Cullick moved to approve the Resolution Authorizing Application for Financial Assistance from the Regional Transportation Authority under Section 5310 of the Federal Transit Act. Member Hendrix seconded the motion.

Program Director, Mike Neuenkirchen explained that this is a separate funding source through the RTA which supports specifically senior and disable transportation.

Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 17-16 is available in the Office of the County Clerk.

County Administrator Job Description

Member Cullick moved to approve the County Administrator Job Description. Member Purcell seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Finance

CLAIMS

Member Cullick moved to approve the claims submitted in the amount of \$942,670.50 and April 2017 Petit Juror claims in an amount not to exceed \$2,811.72. Member Kellogg seconded the motion.

COMBINED CLAIMS: FCLT MGMT \$44,239.08, B&Z \$1,846.19, CO CLK & RCDR \$469.93, ELECTION \$2,048.94, ED SRV REG \$487.19, SHRFF \$11,919.90, CRRCTNS \$7,331.06, MERIT \$260.00, EMA \$103.88, CRCT CT CLK \$9.69, JURY COMM \$2,948.20, CRCT CT JDG \$3,076.70, CRNR \$1,931.14, CMB CRT SRV \$20,444.56, PUB DFNDR \$932.89, ST ATTY \$2,926.33, SPRV OF ASSMNT \$117.19, EMPLY HLTH INS \$374,112.41, OFF OF ADM SRV \$120.91, CO BRD \$110.56, TECH SRV \$11,822.80, CONTINGEN \$3,161.25, LIABIL INSUR EXPS \$15,539.24, CO HWY \$10,142.85, CO BRDG \$6,001.13, TRNSPRT SALES TX \$87,766.02, HLTH & HMN SRV \$77,029.35, FRST PRSRV \$1,287.83, ELLIS HS \$408.72, ELLIS BRN \$318.02, ELLIS GRNDS \$119.39, ELLIS WDDNGS \$220.00, HOOVER \$4,731.23, ENV ED NTRL BGNNGS \$29.95, GRNDS & NTRL RSRCS \$2,121.29, ANML CNTRL EXPND \$252.45, ANML CNTRL EXPS \$461.20, CO RCDR DOC STRG \$5,687.85, HIDTA \$16,495.68, LAW LBRY \$1,852.00, JVNL JSTC CNCL \$5,210.00, PRBTN SRV \$2,983.00, KC DRG CRT FND \$657.44, GIS \$35.00, KAT \$101.22, ADMIN DBT SRV \$60,452.50, JAIL EXP BND DBT \$128,200.00, ENG/CNSLTNG ESCRW \$1,999.46, CO RSRV FND EXP \$200.00, EMPLY BNFT PRGM \$1,731.26, ANML POP CNTRL \$299.50, VAC \$19,150.82, CRNR SPCL FND \$415.02, FP BND PRCD \$2,687.00, CRTHS DBT SRV \$475.00

Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Coroner Claims

Member Cullick moved to approve the Coroner claims in an amount not to exceed \$2,346.14. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Purcell who voted present. **Motion carried.**

Security

Member Cullick moved to approve the Sheriff's Office Security at the County Office Building during tax payment weeks, in an amount not to exceed \$5,000. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Animal Control

Fence Construction

Member Cullick moved to approve the approval for fence construction behind the office trailer (south side), by Ideal Fence, Inc. in an amount not to exceed \$4,800. Member Hendrix seconded the motion.

Member Cullick stated that the area will be for more interaction with the animals. The money was raised through donations.

Chairman Gryder asked for a roll call vote on the motion. Members voting aye include Cullick, Giles, Hendrix, Prochaska and Purcell. Members voting nay include Davidson, Gryder and Kellogg. **Motion carried 5-3.**

Health & Environment

Electronic Recycling Day

Member Prochaska moved to approve the Intergovernmental Agreement between Kendall County and Will County for an Electronic Recycling Day. Member Purcell seconded the motion.

Dr. Tokars stated that the event would occur on August 5, 2017 and she explained the fee structure.

Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Committee of the Whole

Chairman Gryder reviewed the minutes in the packet from the April 13, 2017 meeting.

STANDING COMMITTEE MINUTES APPROVAL

Member Cullick moved to approve all of the Standing Committee Minutes and Reports. Member Hendrix seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

SPECIAL COMMITTEE REPORTS

Housing Authority

Member Prochaska stated that they will meet on May 19, 2017.

Board of Health

Member Giles stated that they will meet in two weeks.

CHAIRMAN’S REPORT

Appointments

- Tony Giles (Chair) – Boards and Commissions Review Ad Hoc Committee – expires September 30, 2017
- Matt Prochaska (Vice Chair)–Boards and Commissions Review Ad Hoc Committee–expires September 30, 2017
- John Purcell – Boards and Commissions Review Ad Hoc Committee – expires September 30, 2017
- Judy Gilmour – Boards and Commissions Review Ad Hoc Committee – expires September 30, 2017
- Audra Hendrix – Boards and Commissions Review Ad Hoc Committee – expires September 30, 2017

Member Cullick moved to approve the appointments. Member Purcell seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

EXECUTIVE SESSION

Member Cullick made a motion to go into Executive Session for (1) the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

ADJOURNMENT

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

Approved and submitted this 4th day of May, 2017.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

**KENDALL COUNTY BOARD
SPECIAL MEETING
May 8, 2017**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Monday, May 8, 2017 at 6:00 p.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Lynn Cullick, Bob Davidson, Elizabeth Flowers, Tony Giles, Judy Gilmour, Audra Hendrix, Matt Kellogg, Matthew Prochaska, and John Purcell.

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

THE AGENDA

Member Davidson moved to approve the agenda. Member Prochaska seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

CITIZENS TO BE HEARD

Todd Milliron stated that this is a special meeting called for a specific purpose. Mr. Wilkins is an at will employees; if there is an issue with competence or integrity there is no need to reward a person for those things.

EXECUTIVE SESSION

Member Davidson made a motion to go into Executive Session for (1) the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body. Member Cullick seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

RECONVENE

SEVERANCE AGREEMENT, WAIVER AND RELEASE OF CLAIMS

Member Prochaska moved to approve the amended severance agreement, waiver and release of claims between Jeff Wilkins and Kendall County with (a) severance pay in an amount not to exceed \$49,653.65, less all required payroll withholdings; (b) payout of accrued vacation days in an amount not to exceed \$12,768.03, less all required payroll withholdings; and (c) payment of all COBRA health and dental insurance premiums for up to a period of 3 months after separation of employment in an amount not to exceed \$5,154.00 for said health insurance premiums and \$316.44 for said dental insurance premiums. Member Purcell seconded the motion.

Assistant State's Attorney Leslie Johnson reviewed the terms of the agreement.

Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Giles who voted nay. **Motion carried.**

QUESTIONS FROM THE PRESS

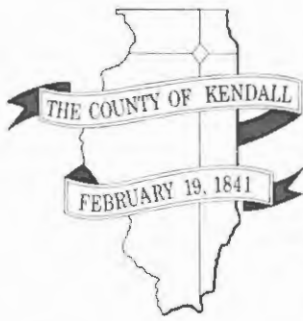
Jim Wyman from WSPY asked what the status was for the search for an interim.

ADJOURNMENT

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

Approved and submitted this 9th day of May, 2017.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 316

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To: County Board
From: Matthew H. Asselmeier, AICP, Senior Planner
Date: May 9, 2017
Re: Proposed Agreement with WBK Engineering for Work Related to the Submittal of the Annual Report for the 2017 NPDES-MS4 Requirements

Kendall County is required to annually prepare a report with the Illinois Environmental Protection Agency for renewal of the MS-4 ILR 40 Permit. The County is required to submit this report by June 1st.

WBK Engineering, LLC submitted the attached proposal. The scope of work and costs are the same as their proposal from 2016.

At the May 8th PBZ Committee meeting, the Committee unanimously recommended approval of the proposed agreement.

If anyone has any questions prior to the meeting, please let me know.

MHA

ENC: Proposed Agreement with WBK Engineering



Proposal for NPDES MS-4 Annual Report

Kendall County, Illinois

April 13, 2017

Mr. Matthew Asselmeier
Kendall County Planning, Building and Zoning
111 W. Fox Street
Yorkville, Illinois 60560

Dear Mr. Asselmeier:

WBK Engineering, LLC (WBK) is pleased to provide this proposal to Kendall County for professional engineering services related to submittal of the Annual Report for the 2017 NPDES – MS-4 requirements. Included below is our understanding of the assignment, scope of services, project assumptions, and estimate of fee.

Understanding of the Assignment

It is our understanding that the client needs to file an Annual Report with the IEPA for the renewal of the MS-4 ILR 40 permit. We further understand the County is seeking assistance with preparation of the annual report for compliance with NPDES requirements. The Annual Report will be prepared utilizing the most current IEPA forms and submitted in accordance with IEPA requirements.

Scope of Services

Task 1 | Preparation of Annual Report

WBK will prepare the MS-4 Annual Report in accordance with IEPA requirements and utilizing IEPA format for NPDES – MS-4. We will review the six minimum control measures with the County and document goals and objectives towards compliance. We expect to interview the Senior Planner and to inventory existing activities that demonstrate compliance with NPDES MS-4 requirements. We will identify activities performed by County Departments and report the same. A complete submittal will be prepared and submitted to the IEPA on behalf of the County with all supporting documentation.

Estimate of Fees

Due to the nature of the tasks listed in the above Scope of Basic Services, we have provided time and material budgets. The actual amount invoiced will be based on the level of effort required to accomplish the task, but we will not exceed the budget without your prior approval. Our estimated fees are based on the entire Scope of Basic Services being awarded to us. In general, individual tasks cannot be broken out and awarded separately.

WBK Engineering, LLC
WBKEngineering.com



St. Charles Office
116 West Main Street, Suite 201
St. Charles, IL 60174
630.443.7755

Aurora Office
8 East Galena Boulevard, Suite 402
Aurora, IL 60506
630.701.2245

Task #	Task Name	Fee
Task 1	Preparation of 2017 MS-4 Annual Report	\$1,700
	Reimbursable Costs (Including Printing)	Cost + 10%

Please note that preparing this proposal requires the exercise of professional knowledge and judgment, and as such, this proposal remains the proprietary instrument of service of the firm WBK Engineering, LLC. No portion of this proposal may be shared with another firm providing similar services without our permission.

We propose to bill you monthly based on the attached Schedule of Charges. We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services. We reserve the right to increase our fees by five percent (5%) on December 31st of each calendar year.

If this proposal is acceptable, please return one (1) signed copy to us for our files to serve as a notice to proceed. Thank you for the opportunity to provide service to Kendall County. If you have any questions, please do not hesitate to call.

Sincerely,



Patrick Kelsey, CPSS/SC
Resource Management Practice Principal

Encl: 2017 Schedule of Charges
General Terms and Conditions—Kendall County (April 4, 2016)

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS & CONDITIONS ACCEPTED FOR KENDALL COUNTY:

BY: _____

TITLE: _____

DATE: _____

WBK ENGINEERING, LLC
2017 Standard Charges for Professional Services

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$ 210
Engineer VI	\$ 189
Engineer V	\$ 169
Engineer IV	\$ 142
Engineer III	\$ 117
Engineer II	\$ 98
Engineer I	\$ 84
Engineering Technician IV	\$ 138
Engineering Technician III	\$ 116
Engineering Technician II	\$ 97
Engineering Technician I	\$ 81
Senior Scientist	\$ 178
Environmental Resource Specialist IV	\$ 123
Environmental Resource Specialist III	\$ 97
Environmental Resource Specialist II	\$ 88
Environmental Resource Specialist I	\$ 78
Urban Planner VI	\$ 185
Urban Planner V	\$ 152
Urban Planner IV	\$ 124
Urban Planner III	\$ 98
Urban Planner II	\$ 80
Professional Land Surveyor	\$ 133
Intern	\$ 45
Office Professional	\$ 62
Direct Costs: Copies & Prints, Messenger & Delivery Services, Mileage, etc.	Cost +10%

Charges include overhead and profit.

WBK Engineering, LLC reserves the right to increase rates and costs by 5% annually.

WBK ENGINEERING, LLC
GENERAL TERMS AND CONDITIONS WITH KENDALL COUNTY, ILLINOIS

1. Relationship Between Engineer and Client: WBK ENGINEERING, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible. It is understood by Engineer that this agreement is with a government entity. As such, any further price adjustments must be provided to the County in advance for approval and voted upon by the County Board prior to acceptance and expenditure. Client understands that the project schedule will be adjusted to accommodate the formal County procedure. The Engineer is not obligated to begin any additional work until County Board approval.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms

and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Any costs greater than the “not to exceed” fee referenced herein and by attachments must be provided to the County in advance for approval and voted upon by the County Board prior to acceptance and expenditure. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fees, incurred by Engineer and directly resulting from the project at issue, before the termination date shall be reimbursed by Client. Upon receipt of a termination notice, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with termination of services. Client shall not be liable for those costs and expenses resulting from Engineer’s failure to mitigate such losses. Further, Client shall not be responsible for salaries, overhead and fees accrued after Agreement’s termination.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies

provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk.
8. The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.
9. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
10. Compliance with Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the

reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly. However, Engineer acknowledges that any such compensation will be contingent upon prior submittal of costs to the County for review and approval by the Kendall County Board.

11. Affirmative Action: The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:

It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.

All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

12. Indemnification: Engineer shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Client Kendall County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from, to, any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the Engineer's negligent or willful acts, errors or omissions in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3- 9005, any attorney representing the County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. Kendall County's participation in its defense shall not remove Engineer's duty to indemnify and hold the County harmless, as set forth above.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

13. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
14. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

16. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
17. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein or within the Proposal for Engineering Services and the Schedule of Charges, which are herein incorporated by reference. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement, Proposal for Engineering Services and the Schedule of Charges shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
18. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
19. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
20. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, fires, natural calamities.
21. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing. Engineer hereby waives any claim of lien against subject premises on behalf of Engineer, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Engineer shall tender to Client a final waiver of lien for all subcontractors and/or suppliers.
22. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services. Should such services be necessary, Engineer shall provide a written quote to Client in advance for approval.

23. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
24. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

In the case of notice to Kendall County, County Administrator, County of Kendall, 111 West Fox Street, Room 316, Yorkville, IL 60560, Fax (630) 553-4214 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois 60560, fax (630) 553-4204. And, in the case of Engineer, to: P.J. Fitzpatrick, WBK Engineering, LLC, 116 W. Main Street, Suite 201, St. Charles, IL 60174

25. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed those amounts that are equal to what Engineer has retained insurance coverage for at the time of contracting. Said insurance limits at the time of contracting include: Professional Liability of \$2,000,000.00 each occurrence and \$4,000,000.00 general aggregate; General Liability of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate; Automobile Liability of \$1,000,000.00; and an Excess/Umbrella of \$10,000,000.00 per occurrence. Engineer understands that said limits on liability are based upon the coverage amounts that may be paid by his insurer and such liability limits are set irrespective of whether the insurer(s) actually pay such limits on Engineer's behalf. Engineer further understands that should insurance not provide the coverage amounts above, Engineer shall still be responsible for its liability up to the amounts listed. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
26. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which

the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

27. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify,

or because of errors or omissions which may have occurred in assembling the information the Client is providing.

28. Payment: Client shall be invoiced once each month for work performed during the preceding period. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.)
29. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

30. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Engineer has no responsibility to supervise and direct the work; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be contracted with to be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall be required to take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project. Nothing within this paragraph shall be construed to constitute a warranty or guarantee as to the safety of the services the Contractor shall perform or to intimate the existence of a duty for providing indemnification or shared liability on behalf of the County for any actions, inactions or failures of contractors to provide proper safety precautions in the performance of their work.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer, and the Client, shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer and the Client do not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

31. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall be required to provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

32. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

33. Non-Discrimination: Engineer, its officers, employees, and agents agree not to commit unlawful discrimination and 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, and all applicable rules and regulations.
34. Compliance With State and Federal Laws: Engineer agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
35. Authority To Execute Agreement: The County of Kendall and Engineer each hereby warrant and represent that their respective signatures set forth in the attached Proposal for Engineering Services 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.
36. Venue: The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
37. Non-Appropriation: In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Engineer. In the event of a default due to nonappropriation of funds,

both parties have the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

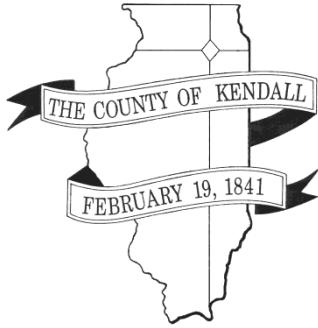
38. Insurance. Engineer will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth herein. Before starting work hereunder, Engineer shall deposit with Subscriber certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage

in the minimum amount of \$1,000,000 per occurrence, and \$2,000,000 per aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. Kendall County shall be named as Additional Insureds on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County. Also, Kendall County and shall be designated as the certificate holders.

39. Certification: Engineer certifies that Engineer, 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).
40. Drug Free Workplace: Engineer and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of 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.
41. Prevailing Wage: To the extent that this Agreement calls for the construction, demolition, maintenance and/or repair of a "public work" as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"), such work shall be covered under the Act. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.html>. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.
42. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in WBK or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in WBK or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

43. Employment of Illinois Workers on Public Works Act. If at the time the Contract Documents are executed, or if during the term of the Contract Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as "the Act"), Engineer, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. Engineer understands that the Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." See 30 ILCS 570/1. Engineer understands and agrees that its failure to comply with this provision of the Contract Documents may result in immediate termination of the Contract Documents.

44. Engineer agrees to comply with The Davis Bacon Act – 40 U.S. C. 3141 et seq. as may be necessary. The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The DavisBacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction project through grants, loans, loan guarantees, and insurance. Examples of the related Acts are the American Recovery and Reinvestment Act of 2009, the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 316

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To: PBZ Committee
From: Matthew H. Asselmeier, AICP, Senior Planner
Date: May 30, 2017
Re: Proposed Intergovernmental Agreement Between Kendall County and the Village of Plattville

The Intergovernmental Agreement between Kendall County and the Village of Plattville for building, zoning, and stormwater review services expired in January 2017. A renewal proposal is attached to this memo.

As with previous Intergovernmental Agreements with the Village of Plattville, the proposed Intergovernmental Agreement is for 1 year (Item 7). The Village of Plattville shall pay Kendall County \$1.00 plus associated costs (Item 3).

Item 4 was changed from previous agreements; the County shall provide a cost estimate for individual investigations prior to the start of investigations. The Village of Plattville must approve the cost estimate prior to the County conducting investigations. The County will then bill the Village of Plattville to conduct the necessary work.

Items 12-16 were amended and added. These sections handle remedies of disputes, assignments of the agreement, and recognition of the independence of the Village of Plattville and Kendall County in relation to their respective borders and employees.

At their April meeting, the PBZ Committee unanimously recommended approval of this proposal after review by the Kendall County State's Attorney's Office. At their May 15th meeting, the Plattville Village Board unanimously approved the proposal.

A similar Intergovernmental Agreement between Kendall County and the Village of Millbrook expired in Fall 2016. Negotiations continue with the Village Millbrook on a revised Intergovernmental Agreement.

MHA

Enc: Proposed Plattville IGA

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
PLATTVILLE AND THE COUNTY OF KENDALL**

THIS AGREEMENT, made this day ____ of June, 2017 by and between the VILLAGE OF PLATTVILLE, a body corporate and politic, and the COUNTY OF KENDALL, a body corporate and politic; WITNESSETH:

WHEREAS, the Village of Plattville was incorporated by act of the voters on March 21st, 2006; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) permits units of local government to obtain or share services and to jointly contract, combine or transfer any power, privilege, function or authority among themselves; and

WHEREAS, the Village of Plattville and County of Kendall are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and

WHEREAS, the Local Land Resource Management Planning Act (50 ILCS 805/6) provides that a municipality and a County may enter into intergovernmental agreements for joint or compatible planning, local land resource management administration and zoning ordinance enforcement; and

WHEREAS; the Village of Plattville adopted a Comprehensive Plan on July 27, 2009, and

WHEREAS, all the property located within the described boundaries of the Village of Plattville have been heretofore subject to the building and zoning codes of the County of Kendall, and to the Countywide Stormwater Management Ordinances; and

WHEREAS, the parties desire to continue that relationship.

NOW, THEREFORE, it is hereby agreed as follows:

- 1) The above recitals are incorporated by reference as if fully set forth herein.
- 2) That the Village of Plattville has by ordinance duly adopted the Zoning Ordinance of the County of Kendall, the Building Code of the County of Kendall, the Comprehensive Plan of the County of Kendall, the Subdivision Control Ordinance of the County of Kendall, the Countywide Stormwater Management Ordinances as its own and further agrees that any subsequent text

amendments to said ordinances and plans, as may be adopted by Kendall County from time to time, shall be adopted and incorporated by the Village of Plattville as its own.

3) That for the consideration of \$1 the receipt and sufficiency of which is hereby acknowledged, the County of Kendall agrees to continue administering the County Ordinances for the Village of Plattville as described in Paragraph (2) above and in accordance with the procedures attached hereto as Exhibit A and incorporated herein by reference all of which have been duly adopted by the Village of Plattville, and apply them to all properties located within the municipal boundaries of the Village of Plattville.

4) In addition to the consideration addressed in Paragraph 3 above, the Village of Plattville shall be responsible for all costs associated with the enforcement of the Zoning Ordinance of the County of Kendall, the Subdivision Control Ordinance of the County of Kendall, and the Countywide Stormwater Ordinance for cases within the boundaries of the Village of Plattville. At the written request of the Village of Plattville, Kendall County shall provide an estimated cost for investigating individual alleged violations. Upon approval of the cost estimate by the Village of Plattville, Kendall County will conduct the necessary investigation and bill the Village of Plattville accordingly. The Village of Plattville shall reimburse the County of Kendall for any actual costs incurred acting on behalf of the Village of Plattville as provided herein.

5) The Village of Plattville shall defend with counsel of the County's own choosing, indemnify and hold harmless the County of Kendall, its past, present, and future board members, elected officials, insurers, employees and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, expenses, and costs relating thereto, including, but not limited to, attorney's fees and other legal expenses, which the County, its board members, elected officials, insurers, employees and/or agents may sustain, incur or be required to pay arising in any manner out of the County's performance or alleged failure to perform its obligations pursuant to the Agreement.

6) That the Village of Plattville shall secure, pay for, and maintain throughout the period during which services are provided under this Agreement, auto liability and general liability insurance with minimum limits of coverage equal to or greater than those limits maintained by the Village on the date of the execution of this agreement attached hereto as Ex. B and incorporated herein by reference. The Village's auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proved errors or negligence by the County or the County's employees. The Village's coverage shall name the County of Kendall as an additional insured, with its members, representatives, officers, agents and employees. A certificate of insurance evidencing the required coverage and the appropriate additional insurer's endorsement shall be furnished to the County upon execution of this Agreement. Such insurance shall be modifiable or cancelable only upon written notice by registered mail, mailed to the County at least ninety (90) days in advance of such modification or cancellation. The Village shall furnish a copy of its insurance policies for examination by the County at any time upon demand of the County.

7) That this Agreement shall be for a term of one (1) year, commencing on the date of execution hereof, subject to annual renewal by the parties at least 30 days before the anniversary date each year, said renewal to be in writing.

8) This Agreement may be terminated by either party upon 30 days written notice to the other party.

9) This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

10) 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) The County of Kendall and the Village of Plattville 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.

12) This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit.

13) 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.

14) Nothing contained in this Agreement, nor any act of Kendall County or the Village 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 Kendall County and the Village. Further, nothing in this agreement should be interpreted to give Kendall County or the Village any control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

15) Any notice from either party to the other party hereto shall be in writing and shall be

deemed served if mailed by prepaid certified mail addressed as follows:

Kendall County Administrator
111 West Fox Street
Yorkville, Illinois 60560

Village of Plattville
P.O. Box 1173
Yorkville, Illinois 60560

16) Nothing in this agreement shall be deemed to change or alter the jurisdiction of either the Village or Kendall County in any respect beyond the matters agreed upon in this agreement, including, but not limited to their powers and duties.

VILLAGE OF PLATTVILLE

COUNTY OF KENDALL

BY: _____
Village President

BY: _____
Chairman of Kendall County Board

ATTEST: _____
Village Clerk

ATTEST: _____
Kendall County Clerk

Exhibit A

Procedure for Processing Zoning & Subdivision Cases For The Village Of Plattville Under County/Municipal Intergovernmental Agreement

Under the terms of the intergovernmental Agreements executed between the Village of Plattville and Kendall County, the County PBZ staff as well as the Kendall County ZPAC, Concept Review Committee, Regional Planning Commission, Zoning Board of Appeals, and Hearing Officer will serve as the municipal staff and the municipal recommending bodies in providing the Village Board with recommendations on applications for zoning map amendments, Special Uses, subdivision plat approvals and zoning variance requests involving properties within the corporate boundaries or proposed for annexation into the corporate boundaries of these two municipalities. In each instance, the Village Board of the municipality shall be responsible for acting on the recommendations supplied and adopting any related ordinances approving such requests. The following outline shall be followed when filing and processing such applications:

1. Pre-Application Meeting:

Prior to the submission of any applications, the petitioner shall schedule a joint “pre-application” meeting with County staff and representatives of the affected municipality to review the proposed request and provide preliminary feedback as well as guidance regarding the steps involved in the processing of the application.

2. Filing of an Application:

- a.) Using the applicable application forms and handouts provided by the County, the petitioner will submit the requisite number of copies of application and supporting documents and plans along with all required fees to the Kendall County Planning Building and Zoning Department (PBZ).
- b.) Simultaneous to that filing, the applicant shall forward an original copy of the application forms along with a copy of all related plans and supporting documents to the Village Clerk of the affected municipality for creation of the Village’s Official file on the matter.

3. Review and Processing of Zoning Map Amendments and Special Uses:

- a.) Zoning Map Amendments and Special Uses, shall first be forwarded to the Zoning and Platting Advisory Committee (ZPAC) for review and recommendation. In addition to the regular attendees of the County’s ZPAC Committee, representatives from the affected municipality will be invited to participate as sitting members of the committee.
- b.) The PBZ staff will prepare a preliminary staff report and schedule the matter for review at the next available ZPAC meeting.
- c.) The County will prepare and post the required agendas and will forward a copy of the agenda and staff report to the affected Village Clerk for

Exhibit A

- filing of the report and posting of the agenda in an approved municipal location.
- d.) After review by ZPAC, their recommendation shall be forwarded to the next available meeting of the Kendall County Regional Plan Commission (KCRPC) for conduct of a public meeting, review and recommendation.
 - e.) All notices required per the Kendall County Zoning Ordinance and Plan Commission By-Laws shall be mailed and published prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.
 - f.) The County shall forward copies of the agenda, staff report and minutes of the ZPAC meeting to KCRPC as well as the Clerk of the affected municipality along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application for inclusion the Official Village file.
 - g.) The County shall post copies of the agenda as required per County policies.
 - h.) The Village Clerk shall also be responsible for posting of the agenda in an approved municipal location.
 - i.) Following review and recommendation by the Regional Plan Commission, petitions involving a zoning map amendment shall be forwarded to the next available meeting of the Kendall County Zoning Board of Appeals (ZBA) for the conduct of the formal Public Hearing on the zoning matter as well as a review of the findings of fact and development of a recommendation to be submitted to the Village Board for their consideration and action..
 - j.) All notices required per State Statute, the County Zoning Ordinance and ZBA By-Laws shall be mailed and published prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.
 - k.) The County shall be responsible for posting of the hearing sign on the affected property at least 15 days prior to the hearing.
 - l.) The County shall forward copies of the agenda, staff report and copy of the minutes of the KCRPC meeting to the ZBA as well as to the Clerk of affected municipality for filing along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
 - m.) The County shall post copies of the ZBA agenda as required per County policies. The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.
 - n.) If the application involves a request for a Special Use, the petition shall be forwarded to the next available meeting of the Kendall County

Exhibit A

Special Use Hearing Officer (SU/HO) for the conduct of the formal Public Hearing on the Special Use as well as a review of the findings of fact and development of a recommendation to be submitted to the Village Board for their consideration and action.

- o.) All required notices required per State Statute and the County Zoning Ordinance shall be mailed and posted prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.
- p.) The County shall be responsible for posting of the hearing sign on the affected property at least 15 days prior to the hearing.
- q.) The County shall forward copies of the agenda, staff report and minutes of the KCRPC meeting to SU/HO as well as the Clerk of affected municipality for filing along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
- r.) The County shall post copies of the agenda as required per County policies.
- s.) The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.
- t.) Following review and recommendation by the ZBA and/or the SU/HO, PBZ staff will forward to the appropriate Village Board a report summarizing all of the recommendations and actions taken by each of the review and recommending bodies along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
- u.) Along with the report, PBZ staff will prepare a draft ordinance approving the requested map amendment or Special Use for action by the Village Board. The summary report and draft ordinance in addition to a copy of the minutes of the ZBA and/or SU/HO meeting shall be forwarded to the appropriate Village Clerk for filing and scheduling of the matter for action by the Village Board at the next available Board meeting.
- v.) In the event a related annexation hearing is required, the Clerk shall coordinate with the applicant to insure proper notice has been supplied and shall be responsible for the preparation and posting of Board's Agenda.
- w.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.
- x.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.

4. Review and Processing of Preliminary and Final Subdivision Plats:

Exhibit A

- a.) Preliminary and/or Final Plats, shall first be forwarded to the Zoning and Platting Advisory Committee (ZPAC) for review and recommendation. In addition to the regular attendees of the County's ZPAC Committee, representatives from the affected municipality will be invited to participate as sitting members of the committee.
- b.) The PBZ staff will prepare a preliminary staff report and schedule the matter for review at the next available ZPAC meeting.
- c.) The County will prepare and post the required agendas and will forward a copy of the agenda and staff report to the ZPAC members and the affected Village Clerk for filing of the report and posting of the agenda in an approved municipal location.
- d.) After review by ZPAC, their recommendation shall be forwarded to the next available meeting of the Kendall County Regional Plan Commission (KCRPC) for conduct of a public meeting, review and recommendation.
- e.) All required notices required per the Kendall County Zoning Ordinance and Plan Commission By-Laws shall be mailed and published prior to the meeting by the petitioner.
- f.) The County shall forward copies of the agenda, staff report and a copy of the minutes of the ZPAC meeting to the KCRPC as well as the Clerk of affected municipality along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application for inclusion the Official Village file.
- g.) The County shall post copies of the agenda as required per County policies.
- h.) The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.
- i.) Following review and recommendation by the KCRPC, PBZ staff will prepare a report to the appropriate Village Board summarizing all of the recommendations and actions taken by each of the review and recommending bodies.
- j.) In addition to the summary the report, PBZ staff will prepare a draft ordinance approving the requested Preliminary and/or Final Plat for action by the Village Board. The summary report and draft ordinance ***shall NOT be forwarded*** to the appropriate Village Clerk for scheduling of the matter for action by the Village Board ***until such time as formal approval of the related preliminary and/or final engineering plans and or other supporting documents or agreements has been granted.***
- k.) Once these approvals are received, PBZ staff will forward the summary report and draft ordinance in addition to a copy of the minutes of the KCRPC meeting to the appropriate Village Clerk along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
- l.) The Village Clerk shall then schedule the matter for action by the Village Board and prepare the related agendas for posting.

Exhibit A

- m.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.
- n.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.

5. Review and Processing of Zoning Variance:

- a.) Zoning Variances shall be forwarded to the next available meeting of the Kendall County Zoning Board of Appeals (ZBA) for the conduct of the formal Public Hearing on the matter as well as a review of the findings of fact and development of a recommendation to be submitted to the Village Board for their consideration and action.
- b.) All notices required per State Statute, the County Zoning Ordinance and ZBA By-Laws shall be mailed and published prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.
- c.) The County shall be responsible for posting of the hearing sign on the affected property at least 15 days prior to the hearing.
- d.) The County shall prepare and forward copies of the agenda and staff report to the ZBA as well as the Clerk of affected municipality for filing along with copies of any related plans, documents or supporting information submitted to the county by the petitioner in support of the application.
- e.) The County shall post copies of the agenda as required per County policies.
- f.) The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.
- g.) Following review and recommendation by the ZBA, the PBZ staff will forward a report summarizing the findings and recommendations made by ZBA along with copies of any related plans, documents or supporting information submitted to the county by the petitioner in support of the application. Along with the report, PBZ staff will prepare a draft ordinance approving the variance for action by the Village Board.
- h.) The summary report, draft ordinance and minutes of the ZBA meeting shall be forwarded to the appropriate Village Clerk for filing and scheduling of the matter for action by the Village Board at the next available Board meeting.
- i.) The Village Clerk shall be responsible for the preparation and posting of Board's Agenda.
- j.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.
- k.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.

COUNTY OF KENDALL, ILLINOIS
ADMINISTRATION HUMAN RESOURCES COMMITTEE
Meeting Minutes
Monday, May 15, 2017

CALL TO ORDER

Admin HR Committee Chair Lynn Cullick called the meeting to order at 5:31p.m.

ROLL CALL

Attendee Name	Status	Arrived	Left Meeting
Judy Gilmour	Present		
Matthew Prochaska	Present		
Lynn Cullick	Present		
Elizabeth Flowers	Present		6:27p.m.
John Purcell		5:37p.m.	

With four members present a quorum was established to conduct committee business.

Others Present: Jill Ferko, Scott Koeppel

APPROVAL OF AGENDA

Motion: Member Prochaska
Second: Member Flowers
RESULT: Approved with a Unanimous Voice Vote

APPROVAL OF MINUTES – April 25, 2017

Motion: Member Gilmour
Second: Member Prochaska
RESULT: Approved with a Unanimous Voice Vote

DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS – Treasurer Jill Ferko updated the committee on the transition of benefits from the Admin Office to the Treasurer’s Office, by saying that she and three staff members had some benefit training with CBIZ last Friday, and have established a problem log that all four can access when dealing with employees or reported issues.

Ms. Ferko said that Bob Jones has been working for two-weeks on filing three years’ worth of documents that were never filed by the HR Coordinator, and that many documents were filed incorrectly or placed in the wrong employee file.

Discussion by the committee on distribution of the Human Resource Coordinator position responsibilities with the following being absorbed by the Treasurer’s Office: Benefits, FMLA, ComPsych Guidance, COBRA, HRA Retirees, monthly HR Reports for Admin HR Committee meetings, and the monitoring of the Affordable Care Act Measurement Program for Part-time and Seasonal employees.

Responsibilities that will remain in the Administration Office: Background Checks, Workers Compensation, Property and Vehicle Inventory and Management, Employee Recognition events, and the Employee Picnic.

Ms. Ferko asked about funding to provide her three staff members with stipends for absorbing most of the HR position responsibilities on top of their current workload. Ms. Ferko stated that the amount of time already required of all four staff in the transition warranted a stipend. Ms. Ferko will submit a proposal with the requested amount to the Finance Committee for review in June.

COMMITTEE BUSINESS

- *Review of County Administrator and Deputy County Administrator Job Descriptions* – The committee began review of the County Administrator position and made several changes including:

Section II

- B. Change to read: ...on an interim basis, “is responsible for” instead of “performs”
- D. Remove point 10
- F. Remove 3rd and 7th bullet points
- G. Remove Bullet 3
- H. Remove paragraph (responsibility absorbed by County Clerk)
- J. Remove HIPAA section

Section III

- A. 4th point – include the wording “requires excellent demand of”
 - E. 2nd point – Wording should be “preferred” instead of “required”
- *Organizational Chart* – Item tabled to the next meeting
 - *Board Room Organization* – Discussion on changes made to the Board room to allow more interaction of Elected Officials and Department Heads in the meeting. The committee also discussed the need for updating the furniture in the Board room, and possible funding sources. The committee will revisit the issue at the May 23, 2017 meeting.

ITEMS FOR COMMITTEE OF THE WHOLE - None

ACTION ITEMS FOR COUNTY BOARD - None

PUBLIC COMMENT – None

EXECUTIVE SESSION – Not needed

ADJOURNMENT

Motion: Member Gilmour Second: Member Purcell RESULT: Approved with a Unanimous Voice Vote

This meeting was adjourned at 8:04p.m.

Respectfully Submitted,

Valarie McClain
Recording Secretary

COUNTY OF KENDALL, ILLINOIS
ADMINISTRATION HUMAN RESOURCES COMMITTEE
Meeting Minutes
Tuesday, May 23, 2017

CALL TO ORDER

Admin HR Committee Chair Lynn Cullick called the meeting to order at 5:35p.m.

ROLL CALL

Attendee Name	Status	Arrived	Left Meeting
Judy Gilmour		5:41p.m.	
Matthew Prochaska	Present		
Lynn Cullick	Present		
Elizabeth Flowers	Present		
John Purcell		5:43p.m. & returned at 6:25p.m.	6:00p.m.

With three members present a quorum was established to conduct committee business.

Others Present: Bob Jones, Scott Koepfel, Jim Pajauskas

APPROVAL OF AGENDA

Motion: Member Flowers
 Second: Member Prochaska
RESULT: Approved with a Unanimous Voice Vote

APPROVAL OF MINUTES – May 15, 2017

Motion: Member Flowers
 Second: Member Prochaska
RESULT: Approved with a Unanimous Voice Vote

CBIZ Update – Jim Pajauskas briefly provided a brief update on the first two months of claims with United Healthcare and stated that the County is running at approximately seventy-two percent thus far. Mr. Pajauskas reported there are no outstanding issues that his office is currently working on. Mr. Pajauskas will plan to meet with Interim Administrator Scott Koepfel and update him on the different policies, procedures, etc.

DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS – Bob Jones, Chief Deputy Treasurer, shared Treasurer Jill Ferko’s request for an increase to the Deputy Treasurer Salary line in the amount of \$25,000.00 for this fiscal year. Ms. Ferko stated that the HR position was set at \$57,095.00, and as of May 1, 2017, approximately seventy-five percent of those responsibilities were transferred to the Treasurer’s Office. Ms. Ferko would like the additional funds to pay Bob Jones, who is assuming the majority of the additional responsibilities, she would like to give Mr. Jones an additional \$650.00 per pay period stipend retro back to May 1, 2017, and the total remaining amount of

\$15,250.00 to be divided between Stannette Kraber, Ronda Thomas and other staff that might assume additional responsibilities as well.

There was consensus by the committee to forward the issue to the Finance Committee at the May 25, 2017 meeting for further discussion and action if necessary.

COMMITTEE BUSINESS

- *Approve change of 2nd meeting of the month from the 4th Tuesday to the 3rd Wednesday of each month at 5:30p.m.* – Member Prochaska made a motion to forward the item to the County Board for approval, second by Member Gilmour. The change would be effective in July 2017. **With four members voting aye, the motion carried.**
- *Discuss ADA statement for notices and agendas* – Mr. Koeppel said that there should be a statement on each meeting agenda that reads: *If special accommodations or arrangements are needed for meeting attendance, please notify the County Administration Office at 630-553-4171 a minimum of 24-hours prior to the meeting.* **Recommendation that this statement be added at the to all future meeting agendas.**
- *Review of County Administrator Job Description* – The committee reviewed the revised County Administrator position with the committee’s recommendations. The committee recommended changing the wording of Section III E to be: *Bachelors degree required, Masters degree strongly preferred.*
- *Deputy County Administrator Job Description* – Suggestions offered by Latreese Caldwell to Scott Koeppel for this position include:
 1. Reports to County Administrator
 2. Fiscal and Budget
 - a. County Budget
 - b. Administrative Services Departments
 - c. A/P and A/R for Kendall Area Transit (K.A.T.)
 - d. Bond issues
 3. Strategic and Policy Planning – Administrative Services Directors
 4. Human Resources
 - a. Federal/State Employment, labor laws, regulations
 - b. Hiring, Background Checks
 - c. Performance Reviews Liaison – Administrative Services Directors
 - d. Employee Training Liaison – Administrative Services Directors
 - e. Succession Training
 5. Risk Management/Insurance
 - a. Property/Casualty Insurance
 - b. Vehicle/Property Inventory
 - c. Background Checks for Motor Vehicles

d. Workman's Compensation

6. Project Management

- *Organizational Chart* – Item tabled to next meeting
- *Board Room Organization* – Facilities Management and Technology will continue researching and obtaining quotes for updated Board Room furniture and technology upgrades. Discussion on funding, the timing of the changes, the necessity of new furniture, and functionality.

ITEMS FOR COMMITTEE OF THE WHOLE - None

ACTION ITEMS FOR COUNTY BOARD

- *Approval of County Administrator as the Open Meetings Act Designee*
- *Approve change of 2nd meeting of the month from the 4th Tuesday to the 3rd Wednesday of each month at 5:30p.m*
- *Approve County Administrator as the Open Meetings Act designee*

ITEMS FOR THE MAY 25, 2017 FINANCE COMMITTEE

- *Discussion Request by Treasurer Jill Ferko for Increase to Deputy Treasurer Salary Line in the amount of \$25,000.00*

PUBLIC COMMENT – None

EXECUTIVE SESSION – Not needed

ADJOURNMENT

Motion: Member Prochaska Second: Member Gilmour RESULT: Approved with a Unanimous Voice Vote

This meeting was adjourned at 8:23p.m.

Respectfully Submitted,

Valarie McClain
Recording Secretary

COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes
Thursday, May 25, 2017

Call to Order

Committee Chair John Purcell called the Budget and Finance Committee to order at 5:30p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
John Purcell	Present		
Lynn Cullick	Present		
Bob Davidson		5:36p.m.	
Matt Kellogg	Present		
Matthew Prochaska	Present		6:10p.m.

Others Present: Latreese Caldwell, Scott Koeppel

Claims Review and Approval – Member Prochaska made a motion to Approve Claims in an amount not to exceed \$691,179.39, Coroner’s Claims in an amount not to exceed \$21,697.93, Claims for May 2017 Petit Jurors in an amount not to exceed \$1,742.51, and Claims for Grand Jurors (May 8, 2017) in an amount not to exceed \$244.35, second by Member Cullick. **With four members present voting aye, the motion carried.**

Department Head and Elected Official Reports – None

Items from Other Committees – None

Items of Business

- *Senior Levy* – Latreese Caldwell reported on the responses from Community Meals for Seniors, and the request for additional financial and audit documentation, as well as the request for the Kendall County Health Department to provide information on all grant monies they receive. Motion made by Member Prochaska to forward the final recommendations for the Senior Tax Levy Awards to the County Board for approval, second by Member Cullick. **With five members voting aye, the motion carried.**

Amended Motion: \$2000 Community Meals for Seniors

- *Auditor Contract* – Member Prochaska made a motion to forward the Approval of a one-year extension with WIPFLI, second by Member Kellogg. **With five members voting aye the motion carried.** Latreese Caldwell was asked to provide the contract and financial information for the County Board meeting on June 6, 2017.
- *Capital Plan* – Latreese Caldwell reviewed a summary of the 5-year Capital Requests with the Committee. Discussion on the information provided.

- *FY18 Budget* – Discussion on the upcoming budget, and procedures.
- *Approval of Membership Renewal with Metro Counties in an amount not to exceed \$2500.00* – Member Cullick made a motion to forward the item to the County Board for approval, second by Member Kellogg. **With Members Cullick and Kellogg voting yes, Member Purcell voting no, and Member Davidson abstaining, the motion failed.**

Public Comment – None

Questions from the Media – None

Items for Committee of the Whole - None

Items for the County Board

Approval of Claims in an amount not to exceed \$691,179.39, Coroner's Claims in an amount not to exceed \$21,697.93, Claims for May 2017 Petit Jurors in an amount not to exceed \$1,742.51, and Claims for Grand Jurors (May 8, 2017) in an amount not to exceed \$244.35

Approval of Final Recommendations for Senior Tax Levy Awards (get from Latreese Caldwell in my absence)

Approval of a one-year extension with WIPFLI for Auditing Services

Executive Session – Not needed

Adjournment – Member Cullick made a motion to adjourn the Budget and Finance Committee meeting, second by Member Kellogg. **The meeting adjourned at 6:55p.m.**

Respectfully submitted,

Valarie McClain
Recording Secretary

COUNTY OF KENDALL, ILLINOIS

RESOLUTION 2017-_____

A RESOLUTION ESTABLISHING DISTRIBUTION OF GRANTS FROM THE 2016 SENIOR CITIZEN SOCIAL SERVICES LEVY

WHEREAS, the Kendall County Board annually extends a property tax levy for Senior Citizen Social Services to enhance the independence of the elderly residents of Kendall County; and

WHEREAS, the Kendall County Board has appropriated \$328,000 for grants to agencies to benefit the senior citizens in Kendall County; and

WHEREAS, the Kendall County Board has determined the allocation of grants to agencies to benefit the senior citizens in Kendall County.

NOW, THEREFORE, BE IT RESOLVED that the Tax Year 2016, Fiscal Year 2017 Senior Citizen Levy is granted to these agencies, providing services to the seniors of Kendall County in these amounts:

Community Meals for Seniors	\$ 2,000
Community Nutrition Network	\$ 26,000
Fox Valley Older Adult Services	\$ 58,500
Kendall County Health Department	\$ 56,000
Oswegoland Seniors, Inc.	\$ 46,500
Prairie State Legal Services	\$ 9,000
Senior Services Associates, Inc.	\$ 120,000
VNA Health Care	\$ 10,000
Total	\$ 328,000

Approved and adopted by the County Board of Kendall County, Illinois, this _____ day of June 2017.

Attest:

Scott Gryder
County Board Chairman

Debbie Gillette
County Clerk/Recorder

COUNTY OF KENDALL, ILLINOIS
Law, Justice and Legislation Committee
Monday, May 8, 2017
Meeting Minutes

Call to Order and Pledge Allegiance - Chair Matthew Prochaska called the meeting to order at 3:16p.m. and led the Pledge of Allegiance.

Roll Call: Member Gilmour, Member Prochaska, Member Hendrix and Member Purcell were present.
With four members present voting aye, a quorum was determined to conduct business.

Committee Members Absent: Tony Giles

Others Present: Sheriff Dwight Baird, Public Defender Vicky Chuffo, EMA Director Joe Gillespie, Undersheriff Harold Martin, Judge Timothy McCann, Commander Mike Peters, Coroner Jacquie Purcell, Facilities Director Jim Smiley, Court Services Director Tina Varney, State's Attorney Eric Weis

Approval of the Agenda – Member Hendrix made a motion to approve the agenda, second by Member Gilmour. **With four members present in agreement with the amendment, the motion carried.**

Approval of Minutes – Member Hendrix made a motion to approve the April 10, 2017 Law, Justice and Legislation Committee Meeting Minutes, second by Member Purcell. **With four members present in agreement, the motion carried.**

Public Comment – None

- ❖ **Coroner** – Jacquie Purcell reported 22 total deaths for the month of April, with 21 due to natural causes and 1 classified as other. Written report submitted.
- ❖ **Circuit Clerk** – Ms. Ingemunson stated that their numbers continue to decrease, but are on track with last year. Written report submitted.
- ❖ **Courthouse** – Judge Timothy McCann introduced Michelle DelMuro, the Drug Court Coordinator. Judge McCann also invited the committee to the Kendall County Chiefs of Police Law Enforcement Memorial for a brief National Police Week memorial service honoring fallen officers on Wednesday, May 17th at 11:30a.m. at the memorial near the front entrance.
- ❖ **Court Services** – Written report provided. Ms. Varney informed the committee that Kendall County will be hosting the Probation Leadership Workshop on June 5 & 6, 2017 at the Courthouse, and said that a National Leader will be the primary presenter for the two-day event.

- ❖ **EMA** – Director Joe Gillespie reported the County received very positive reviews from FEMA and Homeland Security following the recent Dresden Drill.

Deputy Commander Gillespie said there were representatives from the Coroner’s Office, the Highway Department, the Sheriff’s Office, the Health Department and the County Board in attendance during the drill.

- ❖ **KenCom** – Report not provided

- ❖ **Public Defender** – Vicky Chuffo provided a written report and stated that their caseloads continue to increase in every area.

- ❖ **State’s Attorney** – Eric Weis reminded the committee about the Open Meetings Act training being held on May 18, 2017 at 6:00p.m. in the Jury Assembly Room.

- ❖ **Sheriff’s Report**

- a. Operations Division – Written report provided. Commander Peters was pleased to report that the Bike Deputies began patrolling again recently, and that the Sheriff’s Office has received positive feedback and reviews about the patrol from County citizens. The bike patrols are predominantly in the Boulder Hill area.

- b. Corrections Division – Written report provided. Undersheriff Martin stated there are currently 88 inmates, 82 from outside of the County, 10 federal inmates and 60 in County inmates.

Undersheriff Martin also reported that the Sex Offender Registration program is going well, with Deputy Thompson, the Deputy in Charge, conducting constant offender checks and obtaining ongoing training.

- c. Records Division – Written report provided

Old Business - None

New Business

- *Approval of Amendment to Drug Court Agreement* – Michelle DelMuro, Drug Court Coordinator briefed the committee on the reasoning for the amendment to the current agreement. Judge McCann said the funding for this program comes directly from the State of Illinois. Motion made by Member Gilmour, second by Member Hendrix to forward the item to the County Board for Approval. **With four members in agreement, the motion carried.**

- *Court Security Fee Update* – Sheriff Baird stated that Court Security fees have not been updated or increased in 10 years. Sheriff Baird said that current fees being charged are substantially lower than fees charged by surrounding Counties. Member Hendrix noted

that there is a \$600,000 deficit between revenues, fees and expenses. Member Prochaska asked the committee to review the documents, and the item will be discussed further at the June meeting to determine if there should be an increase in fees, and if the item should then be forwarded to the County Board for approval.

- *Approval to rejoin Metro Counties in an amount not to exceed \$2500.* – Member Prochaska reported that the County Board Chairman would like to re-establish the Counties membership with Metro Counties that the County had several years ago. **There was consensus by the Committee that this item should go to the Finance Committee for review at the May 25th meeting.**
- *Approval of Kendall County Federal Legislative Priorities* – After discussion, Member Prochaska asked committee members to review the document and to make suggestions to him for revamping. Item to be discussed at the June meeting.

Executive Session – Not needed

Public Comment – None

Items for Committee of the Whole - None

Action Items for County Board

- *Approval of Amendment to Drug Court Agreement*

Adjournment – Member Hendrix made a motion to adjourn the meeting, second by Member Gilmour. **With all in agreement, the meeting adjourned at 4:06p.m.**

Respectfully Submitted,

Valarie McClain
Recording Secretary

**INTERAGENCY AGREEMENT
ADULT REDEPLOY ILLINOIS**

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 300 W. Adams, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and the Kendall County on behalf of the DeKalb County Court, hereinafter referred to as the "Implementing Agency," with its principal offices at 111 W. Fox Street, Room 210, Yorkville, IL 60560-1621, for implementation of the Adult Redeploy Illinois Program.

WHEREAS, pursuant to the Crime Reduction Act which provides financial incentives to local jurisdictions for programs that allow diversion of non-violent offenders from state prisons by providing community-based services through the Adult Redeploy Illinois (ARI);

WHEREAS, the General Assembly has obligated funds for the ARI program to provide financial incentives to local jurisdictions through the Authority on behalf of the Adult Redeploy Illinois Oversight Board;

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Non-Federal Funds," (20 Illinois Administrative Code 1560 et seq.); and

WHEREAS, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program to address one of the named areas;

NOW, THEREFORE, BE IT AGREED by and between the Authority and the Implementing Agency as follows:

SECTION 1. DEFINITIONS

"Program": means a plan set out in a Program Description that identifies and proposes to address problems related to one of the named areas and that contains a statement of objectives, strategies for achieving those objectives, and a method for assessing the effectiveness of those strategies.

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from July 1, 2016 through June 30, 2017.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the

expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

SECTION 4. PAYMENT

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 9 of this agreement, monthly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

Subject to the terms of Section 8 the maximum amount of ARI funds payable under this agreement is \$192,228.18 and is dependent on the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of ARI funds into a bank account in the name of the Implementing Agency. ARI funds shall be immediately deposited into such bank account. The Implementing Agency may deposit such funds into an account separate from any of its other bank accounts, or treat such funds as a separate line items per its budget and audited financial statements. If the Implementing Agency receives more than one award from the Authority, the Implementing Agency shall ensure that the ARI funds for each award are accounted for separately.

SECTION 5. PROGRAM DESCRIPTION AND BUDGET

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

SECTION 6. EXHIBITS

The documents appended are made a part of this agreement as exhibits. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits.

SECTION 7. NON-SUPLANTATION

The Implementing Agency certifies that ARI funds made available under this agreement will not be used to supplant/replace State or local funds that would otherwise be made available to the Implementing Agency for purposes related to this program. The Implementing Agency certifies that ARI funds made available under this agreement will be used to supplement/increase existing funds for such purposes.

SECTION 8. OBLIGATIONAL LIMITATION

This agreement is contingent upon and subject to the availability of funds. The Authority, at its sole option, may terminate or suspend this agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Authority's funding by reserving some or all of the Authority's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Authority determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Implementing Entity will be notified in writing of the failure of appropriation or of a reduction or decrease.

SECTION 9. REPORTING AND EVALUATION REQUIREMENTS

The Implementing Agency shall submit the following reports to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, by the 15th day of each month following the previous quarter:

- progress reports for the preceding quarter relevant to the performance indicators listed in Exhibit A;
- and any other reports specified by the Authority.

In addition, the Implementing Agency shall submit fiscal reports to the Authority on a monthly basis, by the 5th day of each month following the previous month.

The Implementing Agency is further required to submit a final financial status report following termination of the program, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to comply with the Authority's request for information related to an evaluation of program. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

SECTION 10. MAINTENANCE OF RECORDS

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit, review, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year period, whichever is later.

SECTION 11. INSPECTION AND AUDIT

If the Implementing Agency is required either by federal or state law or regulation to have an audit performed, then the Implementing Agency shall provide copies of such audits to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 11 and all other program activity.

The Authority, the Illinois Auditor General and the Illinois Attorney General shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

SECTION 12. CLOSEOUT REQUIREMENTS

Within 30 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; (d) any refund of unexpended funds and (e) other documents required by the Authority.

SECTION 13. PROCUREMENT STANDARDS

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practicable, open and free competition. Procurement transactions include the purchasing of equipment, commodities, goods and services. Procurement transactions do not include the making of sub-grants. Implementing Agencies may use their own procurement regulations which reflect State and local law, rules, and regulations, provided that all procurements made with ARI funds minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 550).

If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of \$100,000 or less, the Implementing Agency is encouraged to formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process. If this is not possible, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

SECTION 14. SUBCONTRACTING

The use of subcontractors for any work or professional services that involves the use of ARI funds is subject to Authority approval. As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with ARI funds for Authority review and approval, to assure adherence to applicable guidelines.

If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

SECTION 15. SUB-GRANTING

Any sub-grant for work or professional services for providing direct services to ARI program participants subcontracted for shall be specified by written grant contract in a form provided by the Authority and shall be subject to all terms and conditions contained in this agreement. If the use of sub-grantees is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all sub-grantees adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any sub-grantees

The Implementing Agency shall enter into, manage, and monitor all sub-grants including maintaining a system for subcontractors to report fiscal and program activities. Approval of the use of sub-grants by the Authority does not

relieve the Implementing Agency of its obligation to assure performance under this agreement.

SECTION 16. NONDISCRIMINATION

The Implementing Agency agrees that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment or denied access to services, programs, or activities funded under this agreement on the basis of race, color, age, religion, national origin, physical or mental handicap not related to ability, unfavorable discharge from military service, or sex. The Implementing Entity agrees to have written sexual harassment policies which satisfy the requirements set forth in Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). The Implementing Entity also assures, when applicable, compliance with all federal and state laws and regulations, including, but not limited to:

- Title VII of the Civil Rights Act of 1964;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Americans With Disabilities Act of 1990;
- The Department of Justice Nondiscrimination Regulations, 28 CFR Part 42, subparts C,D,E, and G;
- The Illinois Human Rights Act, (775 ILCS 5);
- The Illinois Environmental Barriers Act, (410 ILCS 25); and
- The Discriminatory Club Dues Act (775 ILCS 25)

SECTION 17. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Entity solicits or intends to solicit for employment any of the Authority's employees during the term of this agreement.

SECTION 18. CERTIFICATION REGARDING DEBARMENT

Implementing Agency certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4).

SECTION 19. ASSIGNMENT

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontract under this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that

the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

SECTION 20. INDEPENDENT CONTRACTOR

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

SECTION 21. DRUG FREE WORKPLACE CERTIFICATION

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

SECTION 22. STATEMENTS, PRESS RELEASES, ETC.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with ARI funds, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with funding under this agreement, and (2) the dollar amount of funding under this agreement for the project or program.

SECTION 23. COPYRIGHTS, PATENTS

If this agreement results in a copyright, the Authority reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be

allocated and administered in order to protect the public interest, in accordance with federal guidelines.

SECTION 24. PUBLICATIONS

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with ARI funds , no later than 60 days prior to its printing.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by grant from the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

SECTION 25. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

Name: Kendall County

Taxpayer Identification Number:

Employer Identification Number 36-6006598

(Enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |

<input type="checkbox"/> Corporation providing or billing medical and/or healthcare services	<input type="checkbox"/> Corporation NOT providing or billing medical and or healthcare services
<input checked="" type="checkbox"/> Government	<input type="checkbox"/> Pharmacy (non-corporate)
<input type="checkbox"/> Estate or Trust	<input type="checkbox"/> Non-profit Corporation/ Tax Exempt
<input type="checkbox"/> Non-profit Corporation/ Non-Tax Exempt	<input type="checkbox"/> Other (Specify) _____

SECTION 26. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

SECTION 27. INTEGRATION

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

SECTION 28. SEVERABILITY

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

SECTION 29. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Non-Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

SECTION 30. FAILURE TO FILE IN A TIMELY FASHION.

In order to preclude the possibility of lapsing of funding, the Authority is requiring the timely filing of all required reports. Reports shall include but are not limited to, monthly fiscal reports, quarterly progress reports and all reports included in the closeout materials. Monthly fiscal reports are due no later than the 5th of each month. The quarterly

progress reports are due not more than 15 days after the end of the quarter, unless another reporting schedule has been required or approved by the Authority. The final date for submission for all of the closeout material reports is 15 days after the end of the grant period.

Failure to meet the reporting dates established for the particular reports shall result in the “freezing” of all funds. The frozen funds shall not be limited to a particular grant that is delinquent, but all ARI grant funds that the Implementing Agency has with the Authority shall be frozen. Funds will be released following the completion of all the reporting requirements.

SECTION 31. REPORTING GRANT IRREGULARITIES

The Implementing Agency shall promptly notify the Authority through their Grant Monitor when an allegation is made, or the Implementing Agency otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds. The Authority, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities shall include but are not limited to such matters as conflicts of interest, falsification of records or reports both data, fiscal and programmatic, and the misappropriation of funds or other assets.

The Implementing Agency shall inform any sub-recipient of the Authority’s grant funds that the sub-recipient is similarly obligated to report irregularities and the Implementing Agency shall provide a copy of the Authority’s policy to any sub-recipient. A copy of the Authority’s policy is available on the web at <http://www.icjia.state.il.us/public/>.

Failure to report known irregularities can result in suspension of the Interagency Agreement or other remedial action. In addition, if the implementing agency’s auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to the Implementing Agency’s director. The Implementing Agency, in turn, shall promptly notify the Authority as described above of the possible illegal acts or irregularities. If the possible misconduct involves the Implementing Agency’s director, the Implementing Agency staff member shall provide prompt notice directly to the Authority.

In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to the Authority at:

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

SECTION 32. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.

The Implementing Agency shall promptly refer to the Authority, via their assigned Grant Monitor, and the any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either submitted a false claim for grant funds t or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

Potential fraud, waste, abuse or misconduct shall be reported to the Authority by mail at:

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

SECTION 33. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Implementing Entity certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

SECTION 34. SEXUAL HARASSMENT POLICIES

The Implementing Agency agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- 1) The illegality of sexual harassment;
- 2) The definition of sexual harassment under State law;
- 3) A description of sexual harassment, utilizing examples;
- 4) The Implementing Agency's internal complaint process including penalties;
- 5) The legal recourse, investigative and complaint process available through the Department of Human Rights and the Commission;
- 6) Directions on how to contact Department of Human Rights and the Commission; and
- 7) Protections against retaliation as provided by the Human Rights Act. 775 ILCS 5/6-101

SECTION 35. USE OF FUNDS

Implementing Agency certifies that it, and its subcontractors, shall use ARI funds for only allowable services, activities and costs, as described in Exhibit A.

The Implementing Agency certifies that only those costs listed in Exhibit B shall be paid pursuant to this agreement.

Implementing Agency understands the payment of funds shall be withheld until such certifications are received by the Authority.

SECTION 36. TRANSPARENCY ACT COMPLIANCE

The Implementing Agency and Program Agency agree to comply with any and all requirements of 2 C.F.R. §33.200 that are imposed on recipients of federal funds by the Federal Funding Accountability and Transparency Act of 2006. The Implementing Agency and Program Agency agree to comply with the following:

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from Dun and Bradstreet, Inc online at www.dunandbradstreet.com or by calling 1-866-705-5711.

Implementing Agency's DUNS Number: 361779440

b) To maintain a current registration in the System for Award Management (SAM) database. The Implementing Agency must update or renew their SAM registration at least once per year to maintain an active status. Information about registration procedures can be accessed at www.sam.gov.

The Implementing Agency's SAM registration is valid until: 04/08/2017

c) Shall provide the Authority with their Commercial And Government Entity (CAGE) Code. The CAGE Code request process is incorporated into the CCR registration.

Implementing Agency's CAGE Code: 5D9D9

d) The Implementing Agency and Program Agency further agree that all agreements entered into with subgrantees or contractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR. The acquisition of a DUNS number and registration with the CCR database is not required of subgrantees and contractors who are individuals.

e) The Implementing Agency shall provide the Authority with completed "Addendums to Agreements" for all subgrantees and subcontractors. Copies of blank Addendums to the Agreement are available from your grant monitor.

SECTION 37. PENALTY FOR FAILURE TO DIVERT

Under the Adult Redeploy Illinois enabling statute, any Implementing Agency not meeting its required reduction shall be assessed a penalty. The Adult Redeploy Illinois Oversight Board (ARIOB) has set the maximum penalty at one half the marginal cost of incarceration (current maximum penalty is \$2,500). The amount of the penalty assessed will be left to the discretion of the ARIOB but the Board shall take into consideration factors affecting the Implementing Agency's ability to meet the required reduction, including whether the failure to meet the reduction was beyond the control of the jurisdiction or other extenuating or mitigating circumstances.

SECTION 38. EXPENDITURE EVALUATION

The Authority shall evaluate the amount of unexpended funds remaining and the maximum amount of funds needed to continue the grant. Based on this evaluation, the Authority, at its sole discretion, may reduce the grant award by an amount it deems appropriate.

SECTION 39. CORRECTIVE ACTION PLAN FOR SITES AT RISK OF NOT MEETING REDUCTION GOALS

At the end of each quarter, staff from the site and the Authority will (1) do a formal review of the number of individuals diverted from the Illinois Department of Corrections (using the site's and IDOC's data) and (2) assess whether the number conforms with the site's approved plan in order to achieve the annual 25% reduction included in the plan.

If either site or the Authority believes that it will not, they shall bring the issue to the next meeting of the Oversight Board (or within the first month of the next quarter, whichever is sooner) with a plan for remediation, designed to avert a penalty charge to the site. The site may choose to send its representatives to the Board meeting to explain the plan, and the Board shall act on the plan immediately upon its receipt.

Should the Board not accept the plan, the site will have the opportunity to modify the plan or withdraw from the program by the next Board meeting (or the second month of the quarter, whichever is sooner). Should the site accept the corrective action plan, the plan shall include a schedule for reporting on the progress of the plan, with regular reports at least once a quarter to the Board, until such time as the Board agrees that the corrective action plan has been successfully implemented.

SECTION 40. PARTICIPANT RISK ASSESSMENT LEVELS

At the end of each quarter, staff from the site and the Authority will do a formal review of the risk assessment scores of all participants currently in the program. If the following threshold is not met, the Authority may initiate (1) training or technical assistance and/or (2) corrective action plan.

Threshold: 80% of incoming participants will have moderate to high-risk assessment scores by June 30, 2016. The threshold seeks to ensure that Adult Redeploy Illinois programs are serving a moderate to high-risk prison-bound population.

Threshold means the aggregate minimum risk assessment scores, based on the local county standards, for participant risk levels to meet the percentage and timeframe noted in this paragraph.

SECTION 41. BEHAVIORAL HEALTH AND JUSTICE INFORMATION DATABASE

The Implementing Agency understands that the Department of Human Services, Division of Mental Health (DMH) is developing a behavioral health and justice information database that will facilitate a continuum of care for specialty court/problem solving clients throughout Illinois. In furtherance of this goal, the Implementing Agency

agrees to allow the Authority to share information with DMH which is collected pursuant to this agreement, in compliance with all applicable federal and state laws, rules and regulations.

SECTION 42. CRIMINAL CONVICTIONS

The Implementing Agency certifies that its own and its sub-grantees' and its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, and financial officers and anyone holding such a position of authority have not been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years.

The Implementing Agency shall notify the Authority if any of its own or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. The Authority may terminate this agreement, at the Authority's sole discretion, if the Implementing Agency's or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

SECTION 43. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDING

The Implementing Agency certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705) or an Involuntary Withholding by the State of Illinois or any other state. The Implementing Agency also certifies that a grant recovery action has not been initiated against it by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state within the past five (5) years.

The Implementing Agency shall notify the Authority if it is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or any other state, or has been subject to an Involuntary Withholding by the State of Illinois or any other state within the past five (5) years. If the Implementing Agency is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an Involuntary Withholding, or has been the subject to an Involuntary Withholding within the past five (5) years, or becomes subject to an Involuntary Withholding, the Authority may terminate this agreement at the Authority's discretion.

SECTION 44. TIME KEEPING

The Implementing Agency shall, in furtherance of its performance of all aspects of the program description and budget as set forth in Exhibit A and Exhibit B, maintain time keeping records for all grant-funded personnel as follows:

1. Personnel who spend 100% of their time on the program – within thirty (30) days of the execution of this agreement, the Implementing Agency must provide the Authority documentation explaining the

Implementing Agency's time keeping procedures. The time keeping procedures must be approved by the Authority.

2. Personnel who spend less than 100% of their time on the program – the Implementing Agency will maintain timesheets for these employees. The timesheets must:
 - Reflect an after-the-fact distribution of the actual activity of each employee (not budgeted time);
 - Account for the total activity for which each employee is compensated;
 - Be prepared monthly and coincide with one or more pay periods; and
 - Be signed by the employee and approved by a supervisory official having firsthand knowledge of the work performed.

Within thirty (30) days of the execution of this agreement, the Implementing Agency must provide the Authority with a copy of the timesheet that will be used by personnel who spend less than 100% of their time on the program. The timesheet must be approved by the Authority. Signed timesheets shall be made available for inspection during site visits, and upon request as part of the Authority's monitoring and oversight responsibilities.

SECTION 45. MANAGEMENT AND DISPOSITION OF EQUIPMENT AND COMMODITIES

Equipment and commodities acquired by the Implementing Agency with Authority funds shall be used for purposes of the program described in Exhibit A only. The Implementing Agency may retain the equipment and commodities acquired with agreement funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by Authority grant funds, but such determinations as to retention are within the sole discretion of the Authority. If the equipment or commodities originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced, or there is no longer a need for the equipment or commodities, the Implementing Agency shall request instructions from the Authority.

The Authority may deny equipment and commodities costs or require that the Implementing Agency relinquish already purchased equipment and commodities to the Authority if the Implementing Agency fails to employ an adequate property management system governing the use, protection, and management of such property. The Implementing Agency is responsible for replacing or repairing equipment and commodities that are willfully or negligently lost, stolen, damaged or destroyed. The Implementing Agency shall provide equivalent insurance coverage for grant funded equipment and commodities as provided for other equipment and commodities owned by the recipient. Any loss, damage or theft of equipment and commodities shall be investigated and fully documented, and immediately reported to the Authority.

If, for an item of equipment described in Exhibit B to be purchased with Authority funds, the Implementing Agency does not have, at a minimum, a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of funding;
- B. Cancel this agreement;

- C. Allow the Implementing Agency to reallocate the funds that were allocated for such equipment to other allowable Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

Equipment purchased using Authority funds shall be made available for inspection during site visits, and upon request of the Authority as part of its grant monitoring and oversight responsibilities.

**SECTION 45.1 SPECIAL CONDITION FOR CONTRACTORS
(Applicable to independent contractors, not employees)**

If the contractor is selected through a sole source procurement and the payment rate exceeds \$400 for an 8 hour day, or exceeds \$50.00 per hour, Grantee must submit written justification for that payment rate for PRIOR Grantor review and approval.

If the contractor is selected through a sole source procurement and the payment rate is \$50.00 per hour or less, the written justification must be maintained on-site by Grantee and made available for review and approval by Grantor during scheduled site visit(s). If a site visit is not scheduled during the period of performance of the grant program, Grantee may be required to submit this justification for Grantor review and approval as directed by Grantor.

The written justification for these contractor payments must follow Grantor's required format, which Grantor will provide to Grantee.

Grantee must submit copies of all contracts over \$25,000 that are the result of a sole source procurement that it anticipates entering into with the selected contractors for Grantor review and approval, PRIOR to their approval and execution by Grantee.

In addition, Grantee must submit copies of all contracts over \$100,000 that it anticipates entering into with the selected contractors for Grantor review and approval, PRIOR to their approval and execution by Grantee. Other contracts may be requested for review, at the discretion of Grantor.

SECTION 45.2 USE OF GIFT CARDS

If the Program Agency chooses to include gift cards as part of their Budget the following conditions must be adhered to and stated in their Budget Narrative (Exhibit B):

- a) The Program agency must detail their method of tracking the use of gift cards; The Program Agency must keep an inventory of who received the gift card and when.
- b) The Program Agency must ensure that all purchases of gift cards were for allowable purposes;
- c) The Program Agency must collect receipts for purchased gift cards;
- d) The Program Agency must maintain the receipts in the same manner as all other records;

e) Upon the ending of the grant, the Program Agency must include, in their closeout materials, a spreadsheet detailing the each gift card purchase.

SECTION 46. ACCEPTANCE & CERTIFICATION

The terms of this interagency agreement are hereby accepted, executed, and where applicable, certified and acknowledged, by the proper officers and officials of the parties hereto:

John Maki
Executive Director
Illinois Criminal Justice Information Authority

Date

I, John Shaw, County Board President, under oath, do hereby certify and acknowledge that: (1) all of the information in the grant agreement #197066 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #197066, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

John Shaw
County Board President
Kendall County

Date

I, Jill Ferko, Treasurer, under oath, do hereby certify and acknowledge that: (1) all of the information in the grant agreement #197066 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #197066, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

Jill Ferko
Treasurer
Kendall County

Date

I, Timothy McCann, Judge, under oath, do hereby certify and acknowledge that: (1) all of the information in the grant agreement #197066 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #197066, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

Timothy McCann
Judge
Kendall County

Date

*Kendall County on behalf of Kendall County Court
Kendall County Adult Redeploy Illinois
Agreement #197066*

Amendment #1 to Interagency Agreement #197066

This Amendment #1 to Agreement #197066 is entered into by the Illinois Criminal Justice Information Authority, with its offices at the, 300 West Adams, Suite 200, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and Kendall County on behalf of the Kendall County Court Services, hereinafter referred to as the "Implementing Agency," with its principal offices at 111 W. Fox Street, Room 210, Yorkville, Illinois 60560-1621 for implementation of the Adult Redeploy Illinois Program and amends Section #4 only with all other sections of Agreement #197066 dated August 26, 2016 being unchanged and incorporated by reference herein.

SECTION 4. PAYMENT

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 9 of this agreement, monthly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

Subject to the terms of Section 8 the maximum amount of ARI funds payable under this agreement is \$127,214.02 and is dependent on the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of ARI funds into a bank account in the name of the Implementing Agency. ARI funds shall be immediately deposited into such bank account. The Implementing Agency may deposit such funds into an account separate from any of its other bank accounts, or treat such funds as a separate line items per its budget and audited financial statements. If the Implementing Agency receives more than one award from the Authority, the Implementing Agency shall ensure that the ARI funds for each award are accounted for separately.

SECTION 46. ACCEPTANCE & CERTIFICATION


The terms of this interagency agreement are hereby accepted, executed, and where applicable, certified and acknowledged, by the proper officers and officials of the parties hereto:

John Maki
Executive Director
Illinois Criminal Justice Information Authority
Date

I, Scott Gryder, County Board President, under oath, do hereby certify and acknowledge that: (1) all of the information in the grant agreement (197066) is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement (197066), and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.


Scott Gryder
County Board President
Kendall County
Date

I, Jill Ferko, Treasurer, under oath, do hereby certify and acknowledge that: (1) all of the information in the grant agreement (197066) is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement (197066), and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.



Jill Ferko
Treasurer
Kendall County
4-18-17
Date

I, Hon. Timothy J. McCann, Chief Judge, under oath, do hereby certify and acknowledge that: (1) all of the information in the grant agreement (197066) is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement (197066), and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.



Hon. Timothy J. McCann
Chief Judge
Kendall County Court Services
4-13-17
Date



KENDALL COUNTY
ANIMAL CONTROL

Wednesday, April 26, 2017 at 8:30AM
Historic Courthouse, East Wing Conference Room
109 W. Ridge Street, Yorkville, IL

MEETING MINUTES

Call to Order – The meeting was called to order by Committee Chair Elizabeth Flowers at 8:34a.m.

Roll Call

Committee Members Present: Matt Kellogg, John Purcell, Lynn Cullick, Matthew Prochaska, Elizabeth Flowers. **With five members present, a quorum was established to conduct committee business.**

Others present: Scott Koeppel, Laura Pawson

Approval of Agenda – Motion made by Member Cullick to approve the agenda, second by Member Prochaska. **With all in agreement, the motion carried.**

Approval of Minutes – Member Cullick made a motion to approve the April 26, 2017 meeting minutes, second by Member Prochaska. **With all in agreement, the motion carried.**

Monthly Report – Laura Pawson reviewed the census report with the committee. Written reports provided.

Bite Report – 19 Total: 3 cats, 16 dogs

Visitors - April: 71

Events/News

Saturday, June 10	Pet Supplies Plus Yorkville/Adoption Event	11:00a.m. – 2:00p.m.
Saturday, June 17	Prairie Fest Paws Adoption Event	10:00a.m. – 2:00p.m.
Thursday, June 22	Volunteer Orientation	6:30-8:00p.m.
Weekly Posting of “Pet of the Week” ad in Shaw Media Newspapers		
Monthly adoption appearance on WSPY Television		

Operations Report

Hire of new Part-Time Office Assistant – Ms. Pawson reported that she hired a new part-time office assistant who began on Monday, May 22, 2017, and will be 20-hours per week. Ms. Pawson reported that she also has applications for the Kennel Technician, and hopes to fill that vacancy soon.

Update on Feral Cat Spay/Neuter Program – Ms. Pawson reported that Spay Illinois is willing to partner with Kendall County on a program for Feral Cats in the County. Ms. Pawson will continue to update the committee with the progress of the program. The feral cats would be part of the voucher program that would allow them to take the cat to a participating vets office.

Accounting Report – Ms. Pawson provided an overview of the financial report with the committee.

Old Business

Update on the Fence Construction behind Trailer (South side) – Ms. Pawson has been in discussions with the vendor who will come out next week for measurements, and will begin the installation in early June.

New Business

Revision for Illinois Bite Statute (Standard Operating Procedure) – Ms. Pawson reviewed some of the major changes that have been made to the State statute, including micro-chipping of the animal and the non-conceal of the animal by the owner clause. Ms. Pawson then reviewed the revisions to the Animal Control Standard Operating Procedures. Ms. Pawson has already had the State’s Attorney’s Office review the document. Member Kellogg made a motion to forward the motion to the County Board for approval, second by Member Prochaska. **With all members voting aye, the motion carried.**

Executive Session – Not needed

Action Items for the County Board

Approval of the Revision for Illinois Bite Statute (Standard Operating Procedure)

Public Comment – None

Adjournment – Member Cullick made a motion to adjourn the meeting, second to the motion by Member Prochaska. **With all in agreement, the meeting was adjourned at 9:17a.m.**

Respectfully Submitted,

Valarie McClain
Recording Clerk

COUNTY OF KENDALL, ILLINOIS
Health & Environment Committee
Monday, May 15, 2017
Meeting Minutes

CALL TO ORDER

The meeting was called to order by Chair Judy Gilmour at 3:00p.m.

ROLL CALL

Committee Members Present: Judy Gilmour – here, Tony Giles - here, John Purcell - yes

Members Absent: Elizabeth Flowers, Matthew Prochaska

Others Present: Diane Alford, Steve Curatti, Amaal Tokars, Jenny Wold

APPROVAL OF AGENDA – Member Purcell made a motion to approve the agenda, second by Member Giles. **With three members present in agreement, the motion carried.**

APPROVAL OF MEETING MINUTES – Member Purcell made a motion to approve the meeting minutes from April 17, 2017 with one amendment to the Soil & Water District Report – tpo remove the word eradication from the second paragraph, last line, second by Member Giles. **With three members present voting aye, the motion carried.**

STATUS REPORTS

- **Board of Health** – Tony Giles stated that the April meeting was cancelled, but they are scheduled to meet this month.

Dr. Tokars shared information that was part of Chairman Gryder’s presentation for the State of the Counties luncheon on Friday, May 12, 2017 about Health and Human Services matters that are relevant to Kendall County.

Dr. Tokars also briefed the committee on the Violent Situation 3-part Training Sessions held in the County so far this year, including Violence Prevention, How to react to a Violent Encounter and the Active Shooter Drill held earlier in May. Dr. Tokars will also share this information with the Board of Health at their May meeting.

- **Health Department** – Diane Alford, Community Action Director, briefed the committee on several areas that are carried out through the Community Action Service Block Grant including:

- A. The Education Scholarships program that awards scholarships annually to students obtaining formal education in Illinois institutions, colleges, or trade schools.
 - B. The Employment Support Program which is designed to assist unemployed residents with obtaining or maintaining employment by building a solid foundation with the Health Department that enables the client to succeed.
 - C. The Helping Hands for School Program that assists eligible parents in purchasing school supplies and children's prescription glasses. The goal of this program is to help children to become successful in school by equipping them with the right supplies and materials to make it happen.
 - D. Drive to Success Program that assists currently employed residents with vehicle repairs up to \$750, or replacement of their car with donated cars given to the program so that the employed resident has reliable transportation.
 - E. Emergency Services Program provides emergency assistance for clients in crisis situations by providing counseling, referrals, provisions of food, transportation, shelter, rent, mortgage, utilities, and medical assistance.
- **Kendall County Soil and Water District** – Jenny Wold reported a very successful 2017 Natural Resources Tour on May 4, 10 & 11, 2017. Ms. Wold said there were 560 students that participated from 4 public schools and 1 private school this year. Stations included Tree Talk, Conservation Police Trailer, Streambank 101, Soil Science, Mosquito and Tick 101, Recycling Sort-Out, Pollinator Explosion, and an Interpretive Hike to the Fox River.

Ms. Wold also reported that Farm Camp is now full with 40 students registered to participate at the Kellogg Farms later this summer.

Ms. Wold also stated that there will be 17 local teachers taking Master's level classes at Aurora University participating in this Summers course with Jenny Wold as the instructor.

- **Water Related Groups** – No report

OLD BUSINESS

- ***Residential Electronic Recycling Day*** - Dr. Tokars reminded the committee about the residential Electronic Recycling Day scheduled for Saturday, August 5, 2017 in the Health Department Parking lot. Dr. Tokars reported that residents will need to

schedule an appointment via a link on the Health Department website in order to participate.

NEW BUSINESS

- ***Update on the NACO Live Healthy Program*** – Dr. Tokars will complete the application for the addition of Dental coverage to those participating in the NACO Live Healthy Program. Additional information will be available on the County Health Department website.

CHAIRMAN’S REPORT – No report

PUBLIC COMMENT – None

ITEMS FOR THE COMMITTEE OF THE WHOLE - None

COUNTY BOARD ACTION ITEMS - None

EXECUTIVE SESSION – Not Needed

Member Purcell left the meeting at 3:42p.m.

ADJOURNMENT – Member Giles made a motion to adjourn the meeting, second by Member Gilmour. **The meeting was adjourned at 3:45p.m.**

Respectfully Submitted,

Valarie McClain
Recording Secretary

**COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Thursday, May 11, 2017**

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order by County Board Chair Scott Gryder at 4:00p.m., who led the committee in the Pledge of Allegiance to the American Flag.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Scott Gryder		4:17p.m.	
Lynn Cullick	Present		
Bob Davidson		4:12p.m.	
Elizabeth Flowers	Absent		
Tony Giles	Present		
Judy Gilmour	Present		
Audra Hendrix	Present		
Matt Kellogg	Present		
Matthew Prochaska	Present		
John Purcell	Absent		

Others present: ASA Leslie Johnson, ASA Anne Knight, Technology Director Scott Koepfel

Guests Present: Chris Childress, Progressive Energy

OLD BUSINESS

From Admin HR Committee:

- *Approval of Electric Aggregation Supplier and Contract Terms and Authorize County Board Chair to sign Final Agreement* – Chris Childress, from Progressive Energy presented the bid results and the timeline for proceeding with the process. Mr. Childress stated that the lowest bid was submitted by Dynegy, the company already contracted with the unincorporated County citizens. The State’s Attorney’s Office will review the contract prior to the County Board meeting if time permits. **There was consensus by the committee to forward the proposal to the Board for approval.**

NEW BUSINESS - None

EXECUTIVE SESSION – Member Davidson made a motion to go into Executive Session for the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body 5ILCS 120/2, second by Member Cullick.

Roll Call: Member Davidson – yes, Member Giles – yes, Member Gryder – yes, Member Cullick – yes, Member Gilmour – yes, Member Kellogg – yes, Member Hendrix – here, Member Prochaska – yes

With eight members present in agreement, the committee entered Executive Session at 4:39p.m.

The committee reconvened in Open Session at 6:16p.m.

PUBLIC COMMENT – None

QUESTIONS FROM THE MEDIA – None

CHAIRMANS REPORT – No report

REVIEW BOARD ACTION ITEMS – Chairman Gryder asked the committee to review the agenda for any updates or changes. Member Prochaska asked that UCCI be added to the agenda for an update.

ADJOURNMENT – Member Hendrix moved to adjourn the meeting at 6:20p.m., Member Prochaska seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain
Recording Secretary

KENDALL COUNTY
Historic Preservation Commission
Kendall County Office Building
Rooms 209 & 210
111 W. Fox Street, Yorkville, Illinois
7:00 p.m.

Meeting Minutes of May 17, 2017-Unofficial Until Approved

CALL TO ORDER

The meeting was called to order at 7:00 p.m.

ROLL CALL

Present: Elizabeth Flowers, Kristine Heiman, and Jeff Wehrli

Absent: Melissa Maye

Also present: Matt Asselmeier, Senior Planner

In the audience: Mike Millen and Howard Manthei

APPROVAL OF AGENDA

Chairwoman Heiman requested the agenda be amended by moving the PrairieFest Update and Review of Brochure and Other Promotional Materials to after the approval of the minutes. Mr. Wehrli made a motion, seconded by Ms. Flowers, to approve the agenda as the amendment as requested. With a voice vote of three ayes, the motion carried.

APPROVAL OF MINUTES

Ms. Flowers made a motion, seconded by Mr. Wehrli, to approve the minutes from the April 19, 2017 meeting. With a voice vote of three ayes, the motion carried.

OLD BUSINESS

PrairieFest Update

Discussion occurred regarding PrairieFest. The booth is at 120 Gymnastic Street. All vehicles must be off the grounds by 9:00 a.m. Tear down occurs after 8:00 p.m. The group will gather around 8:00 a.m. The following individuals will bring the following items:

Everybody will bring a case of bottled water.

Mr. Wehrli will bring a 10X10 tent, 4X8 folding table, a truck, ice and rocks.

Ms. Flowers will bring chairs and candy.

Chairwoman Heiman will bring candy and ice.

Ms. Maye will bring a painting.

Mr. Asselmeier will bring the standup, 200 copies of the brochures, a banner, a sign-in sheet, the 1939 aerial, the current aerial and business cards.

Chapel on the Green will bring chairs, a table cloth, and business cards.

Review of Brochure and Other Promotional Materials

Commissioners reviewed the brochure and application materials. The copyright will be added to the picture on the front of the brochure. The last sentence under Landmark Nomination regarding looking for additional landmarks will be removed.

CHAIRMAN'S REPORT

Chairwoman Heiman reported that she received an email regarding a May 16th meeting of the Oswego Historic Preservation Commission related to new criteria for evaluating demolition permits in Oswego. The email was sent by Bethany Salmon on May 12th.

PUBLIC COMMENT

None

NEW BUSINESS

Centennial Farm Mapping Project

Mr. Asselmeier reported that a GIS layer will be created listing all of the centennial farms. There were no costs associated with this project other than staff time. The centennial farms could be a good starting point for updating pictures and placing plaques.

OLD BUSINESS

Review of Historic Preservation Ordinance

Commissioners laid over this item.

Potential Meeting with other Historic Preservation Organizations

Discussion occurred regarding the potential meeting with other historic preservation organizations. Commissioners hoped that representatives from other historic preservation organizations might leave their contact information at the booth during PrairieFest. The meeting could occur in January or February. Chairwoman Heiman will generate a list of other historic preservation organizations.

Selecting Homes for Plaques

Commissioners discussed homes for plaques. Mr. Wehrli will check with the Dickson-Murst Farm.

Millbrook Bridge Update

No update on the Millbrook Bridge.

PUBLIC COMMENT

None

ADJOURNMENT

Mr. Wehrli made a motion, seconded by Ms. Flowers, to adjourn. With a voice vote of three ayes, the motion carried. The Historic Preservation Commission adjourned at 7:43 p.m.

Respectfully Submitted,
Matthew H. Asselmeier, AICP
Senior Planner