



Kane County County Board Agenda

Government Center
719 S. Batavia Ave., Bldg. A
Geneva, IL 60134

Tuesday, January 10, 2023

9:45 AM

County Board Room

Zoom and Live Stream-Capable

In accordance with 5 ILCS 120/7, which allows a public body to hold an open or closed meeting by audio or video conference without the physical presence of a quorum of the members during a public health emergency if all or part of the County is covered by a disaster area. Kane County Board Chair Corinne Pierog has determined that requiring in-person meetings of the County Board and its committees is not practical or prudent due to COVID-19. The Zoom meeting will be made available for staff, elected officials, and department heads only, and live streaming will be available for the public. If anyone from the public would like to offer a comment to be considered at the Public Comment portion of the meeting, there will be an allotted time on the agenda for public comment; please register to speak by 8:30 a.m. on the day of the meeting. Registration may be completed electronically on the County's website. County Board rules of order will still apply to the meeting. Written or emailed comments received by 4:00 p.m. on the day prior to the meeting will be made part of the record. We will make an appropriate effort to acknowledge public input within our normal limitations and add them to the record.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE & INVOCATION**
 - A. Pledge of Allegiance (Jarett Sanchez, District 24)
 - B. Invocation (Appellate Judge Chris Kennedy)
- 4. APPROVAL OF MINUTES: December 13, 2022**
- 5. PUBLIC COMMENT**
 - A. Non-Agenda Items
 - B. Agenda Items
- 7. NEW AND UNFINISHED BUSINESS**
 - A. PRESENTATIONS/DISCUSSION**
 - Madam Chair Comments
 - Jobs Committee: Change in Members

- Honoring the Retirement of Undersheriff Pat Gengler, Commander Chris Peeler, and Captain Kevin Williams (Sheriff Hain) (not included)

B. ZONING PETITIONS

TMP-0302 Petition # 4601 Blackberry Township

Petitioner: The Frasz Family Trust

Location: 1N545 Brundige Road, (11-01-100-008, 11-01-200-011 & 11-01-200-016), Blackberry Township.

Proposed: Rezoning from F-District Farming to E-1 District Estate Residential and E-3 District Estate Residential to allow a second residential parcel to be created north of the existing home

2040 Plan: Resource Management / Proposed Open Space

Objectors: None

Recommendations:

Regional Planning Comm.: Not applicable

Historic Preservation Commission: Approval

Zoning Board: Approval with the following stipulations:

1. IDNR and the Kane County Stormwater Ordinance does not allow homes in the Floodway or new septic systems in the Floodway. Any future home and septic system will need to be located outside the Floodway.
2. No fill will be allowed in the Floodway. Any fill created in the Floodplain will require Compensatory Storage per the Kane County Stormwater Ordinance
3. Conservation Easements will be required for any portion of the property within the Floodway and any Compensatory Storage if applicable.
4. The Kane County Stormwater Ordinance outlines Building Protection Standards for buildings in the Floodplain and Adjacent to the Floodplain. Construction of any buildings will need to meet these standards. The lowest opening must be located at a minimum 2 feet above the Base Flood Elevation. Given the limitations of the site this will most likely preclude construction of a basement for any home adjacent to the floodplain.

5. For any development in the future please note that Development as defined by the Kane County Stormwater Management Ordinance on the resulting E-3 and E-1 parcels that singularly results in greater than 5,000 sq ft of new impervious area, or cumulatively (as of Jan 1, 2002) results in greater than 25,000 sq ft of new impervious area shall provide Stormwater Management Measures as required by the Kane County Stormwater Ordinance. If the total new impervious exceeds 25,000 sq ft , all lot and parcel owners shall jointly cause the design, permitting and construction of a Detention Storage Facility and off-site outfall (if required) that will store and release runoff from the new impervious areas. The lot and parcel owners will develop and implement a maintenance plan for the Detention Storage Facility, record an easement over the Detention Storage Facility and establish a Special Service Area for said Detention Storage Facility (and off-site outfall - if required). The building or stormwater permit for the Development that results in the exceedance of the 25,000 sq ft of new impervious area will not be released until a Stormwater Management Permit is issued for the Detention Storage Facility as outlined above.(Please note that all impervious currently on-site at this time was created before 2002 and is grandfathered.)

6. This development is utilizing the Plat Act. Should any condition of the Plat

act not apply the development will be required to go through the Minor Subdivision process.

Development Committee: Approval with the recommended stipulations.

TMP-0441 Petition #4602

Petitioner:3S152 Bliss Road, LLC

Location:3S152 Bliss Road, (11-34-200-001 & 11-34-100-001), Blackberry Township.

Proposed: Rezoning a portion of the property from F-District Farming to F-1 District Rural Residential

2040 Plan: Agricultural

Objectors: None

Recommendations:

Regional Planning Comm.: Not applicable

Zoning Board: Approval with the following stipulations:

1. Please note that the creation of this parcel is defined as Development in the Kane County Stormwater Management Ordinance and therefore any development in the future on F-1 and F parcels that singularly results in greater than 5,000 sq ft of new impervious area, or cumulatively (as of Jan 1, 2002) results in greater than 25,000 sq ft of new impervious area shall provide Stormwater Management Measures as required by the Kane County Stormwater Ordinance. If the total new impervious exceeds 25,000 sq ft , all lot and parcel owners shall jointly cause the design, permitting and construction of a Detention Storage Facility and off-site outfall (if required) that will store and release runoff from the new impervious areas. The lot and parcel owners will develop and implement a maintenance plan for the Detention Storage Facility, record an easement over the Detention Storage Facility and establish a Special Service Area for said Detention Storage Facility (and off-site outfall - if required). The building or stormwater permit for the Development that results in the exceedance of the 25,000 sq ft of new impervious area will not be released until a Stormwater Management Permit is issued for the Detention Storage Facility as outlined above.(Please note that all impervious currently on-site at this time was created before 2002 and is grandfathered.)
2. The petitioner shall apply for a permit for the decommissioning of the "apartment" to an accessory use only (not to be used as a separate dwelling unit within 30 days of the County Board granting approval of the rezoning request.

Development Committee: Approval with the recommended stipulations.

C. APPOINTMENTS

TMP-23-60 Kane County Farmland Protection Commission Appointments (attached)

D. COMMITTEE UPDATES

E. RESOLUTIONS/ORDINANCES

----- **CONSENT AGENDA** -----

American Rescue Plan

Resolution: [23-01](#) Authorizing the American Rescue Plan Committee to Supervise the Conduct and Operations of the Kane County American Rescue Plan Program and Authorizing the Program Manager's Use of State and Local Fiscal Recovery Funds for Administrative Expenses

Resolution: [23-02](#) Authorizing the Use of State and Local Fiscal Recovery Funds to Fund the Ogden Gardens Water Service Project for the Kane County Environmental and Water Resources Department

Resolution: [23-03](#) Authorizing the American Rescue Plan Part-Time Administrative Coordinator Position an Increase in Hours Worked Per Week in Order to Adjust to Increased Programmatic Demands

Administrative

Resolution: [23-04](#) Approving Purchase of Two (2) 2023 Ford F-450 Cab and Chassis for the Kane County Division of Transportation - Units 2 & 26

Resolution: [23-05](#) Approving Purchase of Two (2) 2023 Ford F-450 Cab and Chassis for the Kane County Division of Transportation - Units 23 & 36

Finance

Resolution: [23-06](#) Authorizing Refunds of Certain Employee Health Plan Wellness Program Non-Participation Penalties Issued in 2019

Resolution: [23-07](#) Authorizing FY2022 and FY2023 Budget Adjustment for the Kane County State's Attorney's Office

Resolution: [23-08](#) Authorizing the Transfer of the Kane County Office of Emergency Management from the Kane County Sheriff's Office Back to the County

Resolution: [23-09](#) FY23 Budget Adjustment for Kane County Building Management Funds

Resolution: [23-10](#) Authorizing a 2023 Budget Adjustment and Addendum to Warranty, Support and Licensing Agreement with Hart Intercivic for Voting System

Resolution: [23-11](#) Authorizing an Agreement with Sourcewell and Pitney Bowes for Postage Meter Equipment, Products, Services and Prepaid Postage

Resolution: [23-12](#) Authorizing Contract Extension of Aerial Orthoimagery

Resolution: [23-13](#) Authorizing the Extension for 2022-2023 Mill Creek SSA Parkway Tree & Stump Removal Services

- Resolution: [23-14](#)** Authorizing a Lease for Dark Fiber with Metronet
- Resolution: [23-15](#)** Authorization of a Contract for Kane County Plumbing Maintenance & Repair Services
- Resolution: [23-16](#)** Authorizing the Approval of Additional Funds for 2022-2023 Mill Creek SSA Parkway Tree & Stump Removal Services
- Resolution: [23-17](#)** Authorizing the Extension for 2023-2024 Landscape Maintenance Service for the Mill Creek SSA
- Resolution: [23-18](#)** Authorizing a Contract Renewal for Mill Creek SSA Office Space Lease
- Resolution: [23-19](#)** Authorizing Additional Funds for the Annual Maintenance of Software Modules for Tyler Financial System Socrata
- Resolution: [23-20](#)** Approving a Contract Extension with Huddleston-McBride Drainage Company for Drainage Consulting Services
- Resolution: [23-21](#)** Approving the Purchase of Replacement Fitness Equipment for the Kane County Sheriff's Office
- Resolution: [23-22](#)** Authorizing an Updated Contract with Wellpath for Detainee Medical Services
- Resolution: [23-23](#)** Approving an Intergovernmental Agreement Between the City of Aurora and the City of Elgin for the Execution of the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award
- Resolution: [23-24](#)** Authorizing Participation in the Appellate Prosecutor Program
- Resolution: [23-25](#)** Authorizing Amendment No. 2 to Agreement for Professional Healthcare Services between the County of Kane and the Kane County Child Advocacy Center and the Board of Trustees of the University of Illinois
- Resolution: [23-26](#)** Authorizing an Intergovernmental Agreement with Ogle County for Juvenile Detention Services
- Resolution: [23-27](#)** Authorizing an Intergovernmental Agreement with Stephenson County for Juvenile Detention Services
- Resolution: [23-28](#)** Authorizing an Intergovernmental Agreement with Lee County for Juvenile Detention Services
- Resolution: [23-29](#)** Authorizing an Addendum to the Intergovernmental Agreement Between the County of DuPage and the County of Kane to Provide Juvenile Detention Services

Resolution: [23-30](#) Authorizing an Addendum to the Intergovernmental Agreement Between the County of McHenry and the County of Kane to Provide Juvenile Detention Services

Resolution: [23-31](#) Authorizing Opioid Response Community Implementation Projects

Resolution: [23-32](#) Approving the Purchase of Two (2) Replacement Vehicles for the Sheriff's Office for Patrol Division

Resolution: [23-33](#) Establishing Guidelines for Releasing General Fund Contingency Budgets for New Personnel and Adult Board & Care Expense

Resolution: [23-34](#) Authorizing Execution of ISDA Bilateral IBOR Supplement Amendment Agreement with Fifth Third Bank for Crane Road Estates Special Service Area

Resolution: [23-35](#) Approving November 2022 Claims Paid

Human Services

Ordinance: [23-36](#) Amending Chapter 2, Article III, Division 3 (Ethics) of the Kane County Code

Public Health

Resolution: [23-37](#) Authorizing Acceptance of FY2023 Embedding Peers in Emergency Departments Grant Agreement

Public Service

Ordinance: [23-38](#) Decreasing the Death Certificate Fee for Active Duty or Retired Service Members of the United States Military

Transportation

Resolution: [23-39](#) Approving FY 2023 County Maintenance MFT Appropriation, Kane County Section No. 23-00000-00-GM

Resolution: [23-40](#) Approving FY 2023 County Maintenance MFT Appropriation, Kane County Section No. 23-00000-00-RF

Resolution: [23-41](#) Approving Appropriation of the County Engineer's Salary and Authorizing the Transfer of Funds Therefor - Kane County Section No. 23-CS089-00-AC and 23-00000-00-CS

Resolution: [23-42](#) Approving Disbursement of Township Bridge Program Funds (TBP) to Plato Township Road District for Nesler Road Bridge over Fitchie Creek, Section No. 08-12103-20-BR

Resolution: [23-43](#) Approving an Intergovernmental Agreement Between the County of Kane and Pace for the Ride in Kane Program

Resolution: [23-44](#) Approving a Title VI Agreement Between the Regional Transportation Authority and the County of Kane for the Ride In Kane Program

Resolution: [23-45](#) Approving a Technical Services Agreement Between the Regional Transportation Authority and the County of Kane for the Ride in Kane Program Phase 19 & 20 Mobility Management, Contract No. S5310-2021-08, Federal Project No. IL-2022-025

Resolution: [23-46](#) Approving an Intergovernmental Agreement with the City of Batavia for Access and Improvements to Kirk Road and Fabyan Parkway

Resolution: [23-47](#) Approving an Agreement with Applied Pavement Technology, Inc. of Urbana, Illinois for Pavement Management Services, Kane County Section No. 22-00550-00-EG

Resolution: [23-48](#) Approving an Engineering Services Agreement with H.R. Green, Inc. of Aurora, Illinois for 2023 Structure Safety Inspections, Kane County Section No. 22-00559-00-EG

Resolution: [23-49](#) Approving a Phase I/II Engineering Services Agreement with Kimley-Horn Associates, Inc. of Chicago, Illinois for Plank Road HSIP Improvements, Kane County Section No. 22-00553-00-SP & The Recessed Reflective Pavement Marker HSIP Installation Program, Kane County Section No. 22-00557-00-SP

-----**END OF CONSENT AGENDA**-----

Resolution: 23-50 Amending RES 22-480 Authorizing a Contract with Axon for EDiscovery Programs for the Kane County State's Attorney's office and Public Defender's Office

Ordinance: [22-482](#) Amending Section 2-48 of the Kane County Code

8. **EXECUTIVE SESSION (if needed)**
9. **RETURN TO OPEN SESSION**
11. **ADJOURNMENT TO TUESDAY, February 14, 2023**

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

ZONING PETITION NO. TMP-0302

PETITION # 4601 BLACKBERRY TOWNSHIP

PETITIONER: THE FRASZ FAMILY TRUST

LOCATION: 1N545 BRUNDIGE ROAD, (11-01-100-008, 11-01-200-011 & 11-01-200-016), BLACKBERRY TOWNSHIP.

PROPOSED: REZONING FROM F-DISTRICT FARMING TO E-1 DISTRICT ESTATE RESIDENTIAL AND E-3 DISTRICT ESTATE RESIDENTIAL TO ALLOW A SECOND RESIDENTIAL PARCEL TO BE CREATED NORTH OF THE EXISTING HOME

2040 PLAN: RESOURCE MANAGEMENT / PROPOSED OPEN SPACE

OBJECTORS: NONE

RECOMMENDATIONS:

REGIONAL PLANNING COMM.: NOT APPLICABLE

HISTORIC PRESERVATION COMMISSION: APPROVAL

ZONING BOARD: APPROVAL WITH THE FOLLOWING STIPULATIONS:

- 1. IDNR AND THE KANE COUNTY STORMWATER ORDINANCE DOES NOT ALLOW HOMES IN THE FLOODWAY OR NEW SEPTIC SYSTEMS IN THE FLOODWAY. ANY FUTURE HOME AND SEPTIC SYSTEM WILL NEED TO BE LOCATED OUTSIDE THE FLOODWAY.**
- 2. NO FILL WILL BE ALLOWED IN THE FLOODWAY. ANY FILL CREATED IN THE FLOODPLAIN WILL REQUIRE COMPENSATORY STORAGE PER THE KANE COUNTY STORMWATER ORDINANCE**
- 3. CONSERVATION EASEMENTS WILL BE REQUIRED FOR ANY PORTION OF THE PROPERTY WITHIN THE FLOODWAY AND ANY COMPENSATORY STORAGE IF APPLICABLE.**
- 4. THE KANE COUNTY STORMWATER ORDINANCE OUTLINES BUILDING PROTECTION STANDARDS FOR BUILDINGS IN THE FLOODPLAIN AND ADJACENT TO THE FLOODPLAIN. CONSTRUCTION OF ANY BUILDINGS WILL NEED TO MEET THESE STANDARDS. THE LOWEST OPENING MUST BE LOCATED AT A MINIMUM 2 FEET ABOVE THE BASE FLOOD ELEVATION. GIVEN THE LIMITATIONS OF THE SITE THIS WILL MOST LIKELY PRECLUDE CONSTRUCTION OF A BASEMENT FOR ANY HOME ADJACENT TO THE FLOODPLAIN.**
- 5. FOR ANY DEVELOPMENT IN THE FUTURE PLEASE NOTE THAT DEVELOPMENT AS DEFINED BY THE KANE COUNTY STORMWATER**

MANAGEMENT ORDINANCE ON THE RESULTING E-3 AND E-1 PARCELS THAT SINGULARLY RESULTS IN GREATER THAN 5,000 SQ FT OF NEW IMPERVIOUS AREA, OR CUMULATIVELY (AS OF JAN 1, 2002) RESULTS IN GREATER THAN 25,000 SQ FT OF NEW IMPERVIOUS AREA SHALL PROVIDE STORMWATER MANAGEMENT MEASURES AS REQUIRED BY THE KANE COUNTY STORMWATER ORDINANCE. IF THE TOTAL NEW IMPERVIOUS EXCEEDS 25,000 SQ FT , ALL LOT AND PARCEL OWNERS SHALL JOINTLY CAUSE THE DESIGN, PERMITTING AND CONSTRUCTION OF A DETENTION STORAGE FACILITY AND OFF-SITE OUTFALL (IF REQUIRED) THAT WILL STORE AND RELEASE RUNOFF FROM THE NEW IMPERVIOUS AREAS. THE LOT AND PARCEL OWNERS WILL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN FOR THE DETENTION STORAGE FACILITY, RECORD AN EASEMENT OVER THE DETENTION STORAGE FACILITY AND ESTABLISH A SPECIAL SERVICE AREA FOR SAID DETENTION STORAGE FACILITY (AND OFF-SITE OUTFALL - IF REQUIRED). THE BUILDING OR STORMWATER PERMIT FOR THE DEVELOPMENT THAT RESULTS IN THE EXCEEDANCE OF THE 25,000 SQ FT OF NEW IMPERVIOUS AREA WILL NOT BE RELEASED UNTIL A STORMWATER MANAGEMENT PERMIT IS ISSUED FOR THE DETENTION STORAGE FACILITY AS OUTLINED ABOVE.(PLEASE NOTE THAT ALL IMPERVIOUS CURRENTLY ON-SITE AT THIS TIME WAS CREATED BEFORE 2002 AND IS GRANDFATHERED.)

6. THIS DEVELOPMENT IS UTILIZING THE PLAT ACT. SHOULD ANY CONDITION OF THE PLAT ACT NOT APPLY THE DEVELOPMENT WILL BE REQUIRED TO GO THROUGH THE MINOR SUBDIVISION PROCESS.

DEVELOPMENT COMMITTEE: APPROVAL WITH THE RECOMMENDED STIPULATIONS.

Committee Flow: Development Committee

Contact: Keith Berkhout

Summary:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Petition 4601

Committee Flow:

Development Committee, Executive Committee, County Board

Contact:

Keith Berkhout

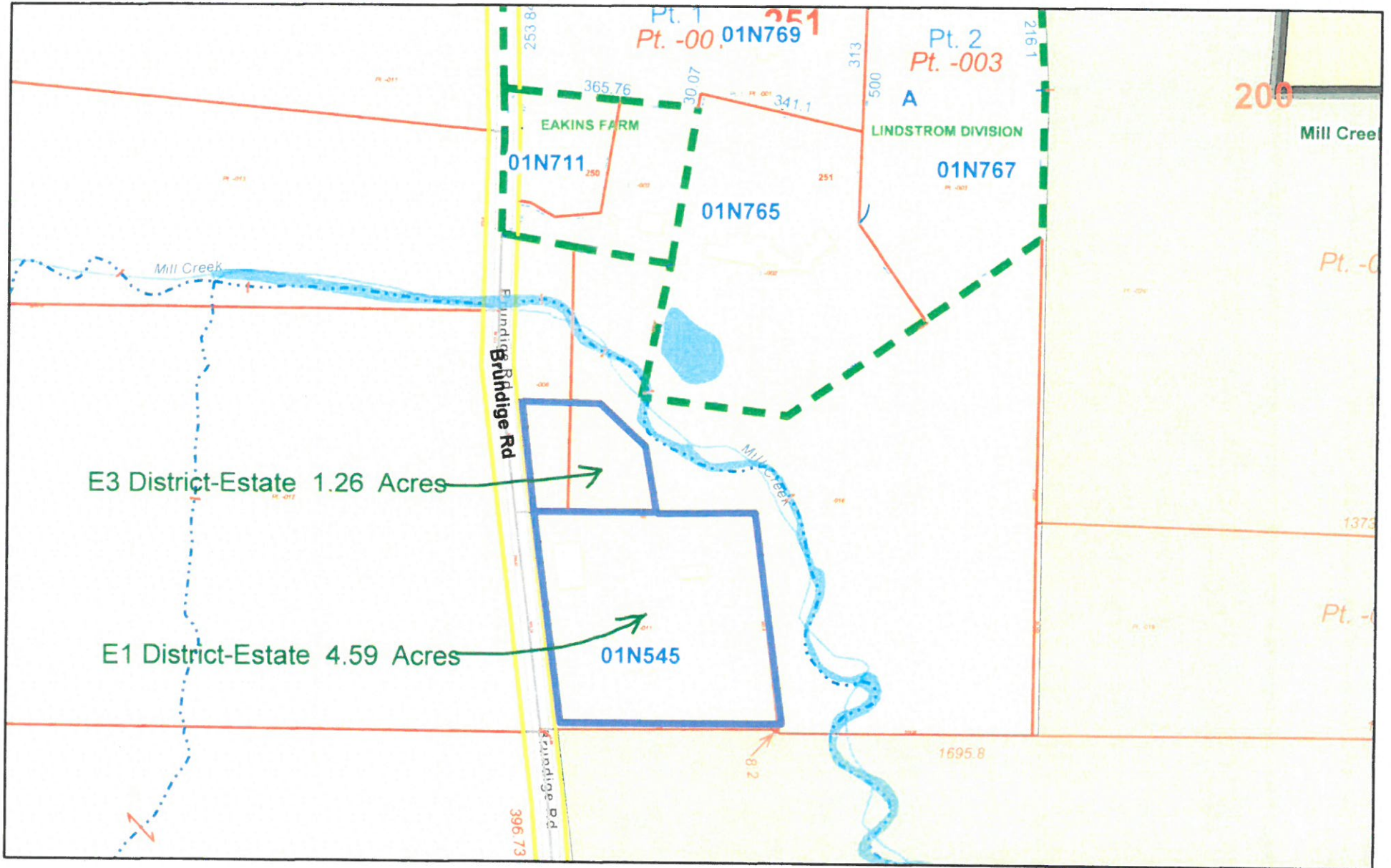
Budget Information:

Was this item budgeted? No	Appropriation Amount: \$ N/A
If not budgeted, explain funding source: n/a	

Summary:

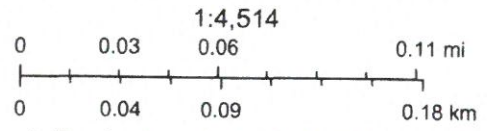
Rezoning from F-District Farming to E-1 District Estate Residential and E-3 District Estate Residential to allow a second residential parcel to be created north of the existing home

Exhibit "C" KC GIS Aerial Photo



8/20/2022, 1:36:31 PM

- | | | | | | | |
|------------------|----------------------|--------------------|-------------------------------------|----------------------|----------------------|----------------|
| Forest Preserves | Cadastral Annotation | Parcel Blk Num 100 | Parcel Num 400 | Lot Dim Carto 400 | Cadastral Lines | Sub Line 100 |
| Water | Lot Dim 100 | Parcel Blk Num 400 | Cadastral Annotation (Subdivisions) | Parcel Dim Carto 100 | Parcel Line | Water Line |
| Townships | Lot Dim 400 | Parcel Dim 100 | Cadastral Cartographic | Parcel Dim Carto 400 | Parcel Line Leg Desc | Municipalities |
| Road Names | Lot Num 100 | Parcel Dim 400 | Parcel Owner Hook 100 | Parcel Num 100 | Pol Corp Line | Geneva |
| | Lot Num 400 | Parcel Num 100 | Lot Dim Carto 100 | | Road ROW | Parcels |



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These layers do not represent a survey. No Accuracy is assumed for the data records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.

STATE OF ILLINOIS
COUNTY OF KANE

PETITION NO. 4601
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

BE IT ORDAINED by the County Board of Kane County, Illinois, as follows:

- 1) That a rezoning from F-District Farming to E-3 District Estate Residential and E-1 District Estate Residential be granted on the following described properties:

E3 District-Estate

That part of the North Fractional Half of Section 1, Township 39 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the southwest corner of the Northwest Fractional Quarter of said Section; thence easterly along the south line of said North Half 2618.14 feet to the center line of Brundige Road; thence northerly along said center line 450.0 feet; thence easterly parallel with said south line 33.26 feet to a point that is 33.0 feet easterly of said center line (measured at right angles thereto); thence continuing easterly parallel with said south line 240.0 for a point of beginning; thence westerly along the last described course 240.0 feet; thence northerly parallel with said center line 250.0 feet; thence easterly parallel with said south line 140.0 feet; thence southeasterly 146.25 to a point on a line drawn parallel with said center line that is 155.0 feet northerly of the point of beginning; thence southerly 155.0 feet to the point of beginning, in Blackberry Township, Kane County, Illinois.

E1 District-Estate

That part of the North Fractional Half of Section 1, Township 39 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the southwest corner of the Northwest Fractional Quarter of said Section; thence easterly along the south line of said North Half 2618.14 feet to the center line of Brundige Road; thence continuing easterly along said south line 488.0 feet; thence northerly parallel with said center line 8.20 feet for a point of beginning; thence continuing northerly parallel with said center line 441.80 feet; thence westerly parallel with said south line 488.0 feet to said center line; thence southerly along said center line 444.14 feet to a point that is 5.86 feet northerly of said south line (measured along said center line); thence easterly 487.73 feet to the point of beginning (except that part thereof lying within 33.0 feet of said center line), in Blackberry Township, Kane County, Illinois. The property is located 1N545 Brundige Road.

- 2) That the rezoning be granted subject to the following stipulations:
 1. IDNR and the Kane County Stormwater Ordinance does not allow homes in the Floodway or new septic systems in the Floodway. Any future home and septic system will need to be located outside the Floodway.
 2. No fill will be allowed in the Floodway. Any fill created in the Floodplain will require Compensatory Storage per the Kane County Stormwater Ordinance
 3. Conservation Easements will be required for any portion of the property within the Floodway and any Compensatory Storage if applicable.
 4. The Kane County Stormwater Ordinance outlines Building Protection Standards for buildings in the Floodplain and Adjacent to the Floodplain. Construction of any buildings will need to meet these standards. The lowest opening must be located at a minimum 2 feet above the Base Flood Elevation. Given the limitations of the site this will most likely preclude construction of a basement for any home adjacent to the floodplain.

5. For any development in the future please note that Development as defined by the Kane County Stormwater Management Ordinance on the resulting E-3 and E-1 parcels that singularly results in greater than 5,000 sq ft of new impervious area, or cumulatively (as of Jan 1, 2002) results in greater than 25,000 sq ft of new impervious area shall provide Stormwater Management Measures as required by the Kane County Stormwater Ordinance. If the total new impervious exceeds 25,000 sq ft , all lot and parcel owners shall jointly cause the design, permitting and construction of a Detention Storage Facility and off-site outfall (if required) that will store and release runoff from the new impervious areas. The lot and parcel owners will develop and implement a maintenance plan for the Detention Storage Facility, record an easement over the Detention Storage Facility and establish a Special Service Area for said Detention Storage Facility (and off-site outfall – if required). The building or stormwater permit for the Development that results in the exceedance of the 25,000 sq ft of new impervious area will not be released until a Stormwater Management Permit is issued for the Detention Storage Facility as outlined above.(Please note that all impervious currently on-site at this time was created before 2002 and is grandfathered.)

6. This development is utilizing the Plat Act. Should any condition of the Plat act not apply the development will be required to go through the Minor Subdivision process.

- 3) That the zoning maps of Kane County, Illinois be amended accordingly.
- 4) This ordinance shall be in full force and effect from and after its passage and approved as provided by law.

Passed by the Kane County Board on January 10, 2023

John A. Cunningham
Clerk, County Board
Kane County, Illinois
Vote:

Corinne Pierog
Chairman, County Board
Kane County, Illinois

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

ZONING PETITION NO. TMP-0441

PETITION #4602

PETITIONER:3S152 BLISS ROAD, LLC

**LOCATION:3S152 BLISS ROAD, (11-34-200-001 & 11-34-100-001),
BLACKBERRY TOWNSHIP.**

**PROPOSED: REZONING A PORTION OF THE PROPERTY FROM
F-DISTRICT FARMING TO F-1 DISTRICT RURAL RESIDENTIAL**

2040 PLAN: AGRICULTURAL

OBJECTORS: NONE

RECOMMENDATIONS:

REGIONAL PLANNING COMM.: NOT APPLICABLE

ZONING BOARD: APPROVAL WITH THE FOLLOWING STIPULATIONS:

- 1. PLEASE NOTE THAT THE CREATION OF THIS PARCEL IS DEFINED AS DEVELOPMENT IN THE KANE COUNTY STORMWATER MANAGEMENT ORDINANCE AND THEREFORE ANY DEVELOPMENT IN THE FUTURE ON F-1 AND F PARCELS THAT SINGULARLY RESULTS IN GREATER THAN 5,000 SQ FT OF NEW IMPERVIOUS AREA, OR CUMULATIVELY (AS OF JAN 1, 2002) RESULTS IN GREATER THAN 25,000 SQ FT OF NEW IMPERVIOUS AREA SHALL PROVIDE STORMWATER MANAGEMENT MEASURES AS REQUIRED BY THE KANE COUNTY STORMWATER ORDINANCE. IF THE TOTAL NEW IMPERVIOUS EXCEEDS 25,000 SQ FT , ALL LOT AND PARCEL OWNERS SHALL JOINTLY CAUSE THE DESIGN, PERMITTING AND CONSTRUCTION OF A DETENTION STORAGE FACILITY AND OFF-SITE OUTFALL (IF REQUIRED) THAT WILL STORE AND RELEASE RUNOFF FROM THE NEW IMPERVIOUS AREAS. THE LOT AND PARCEL OWNERS WILL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN FOR THE DETENTION STORAGE FACILITY, RECORD AN EASEMENT OVER THE DETENTION STORAGE FACILITY AND ESTABLISH A SPECIAL SERVICE AREA FOR SAID DETENTION STORAGE FACILITY (AND OFF-SITE OUTFALL - IF REQUIRED). THE BUILDING OR STORMWATER PERMIT FOR THE DEVELOPMENT THAT RESULTS IN THE EXCEEDANCE OF THE 25,000 SQ FT OF NEW IMPERVIOUS AREA WILL NOT BE RELEASED UNTIL A STORMWATER MANAGEMENT PERMIT IS ISSUED FOR THE DETENTION STORAGE FACILITY AS OUTLINED ABOVE.(PLEASE NOTE THAT ALL IMPERVIOUS CURRENTLY ON-SITE AT THIS TIME WAS CREATED BEFORE 2002 AND IS GRANDFATHERED.)**
- 2. THE PETITIONER SHALL APPLY FOR A PERMIT FOR THE DECOMMISSIONING OF THE "APARTMENT" TO AN ACCESSORY USE**

ONLY (NOT TO BE USED AS A SEPARATE DWELLING UNIT WITHIN 30 DAYS OF THE COUNTY BOARD GRANTING APPROVAL OF THE REZONING REQUEST.

DEVELOPMENT COMMITTEE: APPROVAL WITH THE RECOMMENDED STIPULATIONS.

Committee Flow: Development Committee

Contact: Keith Berkhout

Summary:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Petition 4602

Committee Flow:

Development Committee, Executive Committee, County Board

Contact:

Keith Berkhout

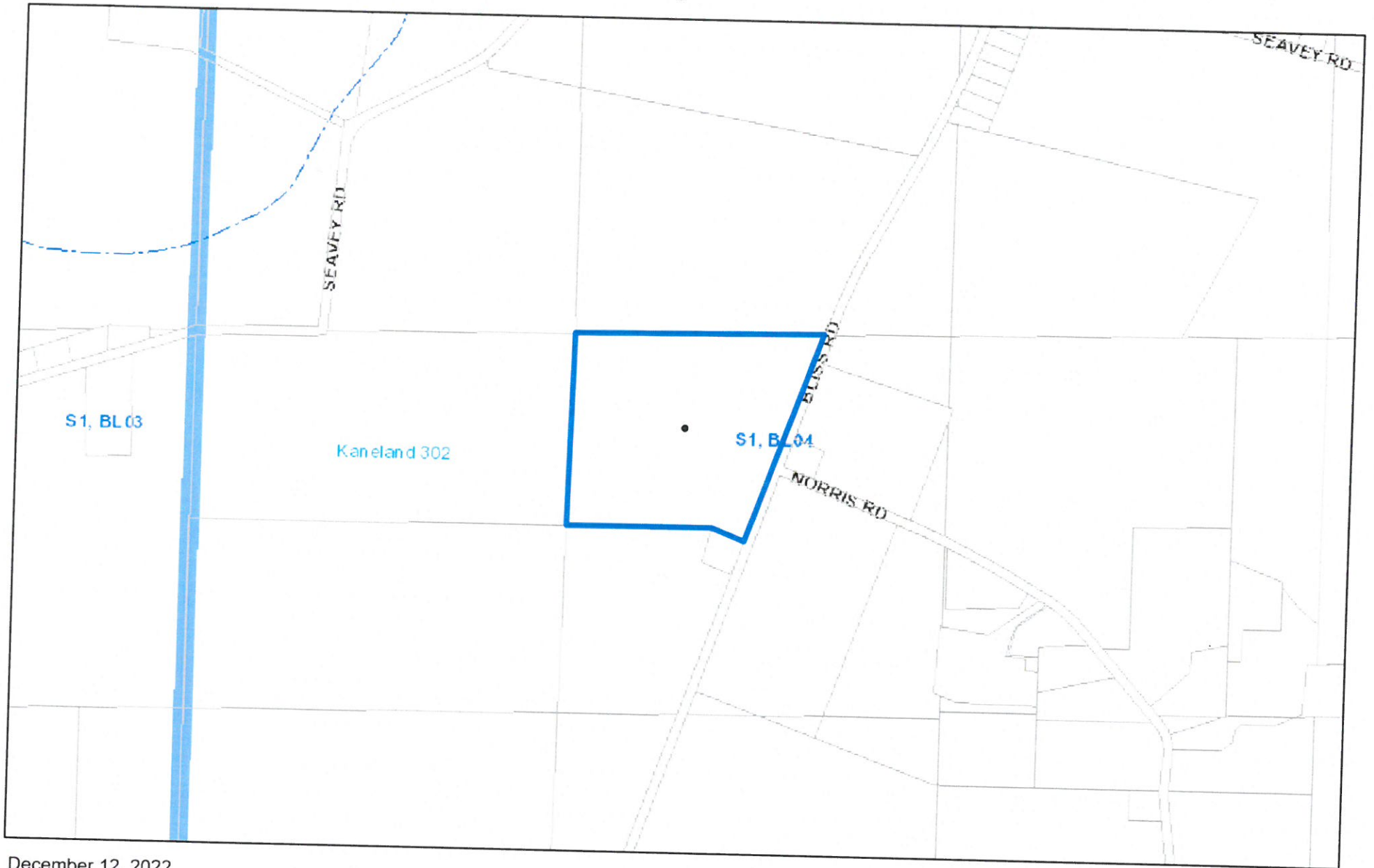
Budget Information:

Was this item budgeted? n/a	Appropriation Amount: \$n/a
If not budgeted, explain funding source: n/a	

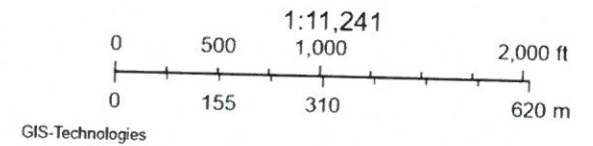
Summary:

Rezoning request for a portion of the property from F-District Farming to F-1 District Rural Residential

Map Title



December 12, 2022



These layers do not represent a survey. No Accuracy is assumed for the data delineated herein, either expressed or implied by Kane County or its employees. These layers are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.

GIS-Technologies
Kane County Illinois

STATE OF ILLINOIS
COUNTY OF KANE

PETITION NO. 4602
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

BE IT ORDAINED by the County Board of Kane County, Illinois, as follows:

- 1) That a portion of property be rezoned from F-District Farming to F-1 District Rural Residential be granted on the following described property:

THAT PART OF THE NORTH HALF OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE NORTH 89 DEGREES 10 MINUTES 28 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION, 2,646.29 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 33 SECONDS EAST, ALONG SAID NORTH LINE, 1,603.59 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19 DEGREES 39 MINUTES 58 SECONDS WEST, 404.00 FEET; THENCE SOUTH 69 DEGREES 20 MINUTES 49 SECONDS WEST, 235.00 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 02 SECONDS WEST, 587.00 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 53 SECONDS WEST, 342.00 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 53 SECONDS EAST, 265.00 FEET; THENCE SOUTH 79 DEGREES 40 MINUTES 32 SECONDS EAST, 122.00 FEET; THENCE SOUTH 65 DEGREES 22 MINUTES 07 SECONDS EAST, 198.00 FEET; THENCE SOUTH 74 DEGREES 31 MINUTES 28 SECONDS EAST, 233.25 FEET TO THE CENTERLINE OF BLISS ROAD; THENCE NORTH 19 DEGREES 39 MINUTES 58 SECONDS EAST, ALONG SAID CENTERLINE, 1020.00 FEET TO SAID NORTH LINE; THENCE SOUTH 88 DEGREES 48 MINUTES 33 SECONDS WEST, ALONG SAID NORTH LINE, 185.39 FEET TO THE POINT OF BEGINNING, IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS. The property is located 3S152 Bliss Road.

- 2) That the rezoning be granted subject to the following stipulations:

1. Please note that the creation of this parcel is defined as Development in the Kane County Stormwater Management Ordinance and therefore any development in the future on F-1 and F parcels that singularly results in greater than 5,000 sq ft of new impervious area, or cumulatively (as of Jan 1, 2002) results in greater than 25,000 sq ft of new impervious area shall provide Stormwater Management Measures as required by the Kane County Stormwater Ordinance. If the total new impervious exceeds 25,000 sq ft , all lot and parcel owners shall jointly cause the design, permitting and construction of a Detention Storage Facility and off-site outfall (if required) that will store and release runoff from the new impervious areas. The lot and parcel owners will develop and implement a maintenance plan for the Detention Storage Facility, record an easement over the Detention Storage Facility and establish a Special Service Area for said Detention Storage Facility (and off-site outfall – if required). The building or stormwater permit for the Development that results in the exceedance of the 25,000 sq ft of new impervious area will not be released until a Stormwater Management Permit is issued for the Detention Storage Facility as outlined above.(Please note that all impervious currently on-site at this time was created before 2002 and is grandfathered.)

2. The petitioner shall apply for a permit for the decommissioning of the “apartment” to an accessory use only (not to be used as a separate dwelling unit within 30 days of the County Board granting approval of the rezoning request.

- 3) That the zoning maps of Kane County, Illinois be amended accordingly.
- 4) This ordinance shall be in full force and effect from and after its passage and approved as provided by law.

Passed by the Kane County Board on January 10, 2023

John A. Cunningham
Clerk, County Board
Kane County, Illinois
Vote:

Corinne Pierog
Chairman, County Board
Kane County, Illinois

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

APPOINTMENT NO. TMP-23-60

**KANE COUNTY FARMLAND PROTECTION COMMISSION APPOINTMENTS
(ATTACHED)**

Kane County Farmland Protection Commission
(January 10, 2023)

- Joe White
- Mike Kenyon
- Mark Schramer
- Beth Gehrke
- Will Kuipers
- Christina Foster
- Holly Hudson
- Marc Bernard

STATE OF ILLINOIS

COUNTY OF KANE

ORDINANCE NO. 01 - 67

**ADOPTING AND IMPLEMENTING THE KANE COUNTY AGRICULTURAL
CONSERVATION EASEMENT AND FARMLAND PROTECTION PROGRAM**

WHEREAS, the County has the authority to purchase real estate for open space purposes pursuant to 55 ILCS 5/5-1005; and

WHEREAS, the County is authorized to acquire land for purposes of flood plain protection, flood water run-off, detention ponds, and other public grounds and may regulate the use of these public grounds for any public purpose pursuant to 55 ILCS 5/5-1049; and

WHEREAS, the County is authorized to acquire land for the purpose of protecting the water supply pursuant to 55 ILCS 5/5-15009; and

WHEREAS, the County is authorized to protect and establish preservation districts including the protection of landscapes in areas of scenic significance pursuant to 55 ILCS 5/5-30004; and

WHEREAS, the State of Illinois has authorized the Illinois Department of Conservation to assist local governments in the acquisition of open space pursuant to the Open Space Lands Acquisition and Development Act (525 ILCS 35/1); and

WHEREAS, the Kane County Board finds and determines that the adoption and implementation of the Kane County Agricultural Conservation Easement and Farmland Protection Program is necessary in order to maintain and preserve the natural beauty of Kane County; and

WHEREAS, adoption of the Kane County Agricultural Conservation Easement and Farmland Protection Program will assist in promoting responsible managed growth patterns through intergovernmental planning agreements in conjunction with the Kane County 2020 Land Resource Management Plan, the Kane County Historic Preservation Ordinance, the Kane County 2020 Transportation Plan, and the Kane County Stormwater Management Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Kane County Board that it hereby adopts the following:

SECTION 1. An Ordinance to create the Kane County Agricultural Conservation Easement and Farmland Protection Program and to establish the Kane County Conservation Easement and Farmland Protection Program pursuant to the Illinois Property Conservation Rights Act, 765 ILCS 120/0.01 et seq., to read as follows:

1. DEFINITIONS. In this Ordinance:

- A. Board means the Kane County Board.
- B. Conservation easement means a holder's nonpossessory interest in real property within Kane County imposing any limitation or affirmative obligation the purpose of

which includes protecting viable farm operations and farmland to maintain the rural character of Kane County, permanently preserving scenic vistas and environmentally significant areas, including wetlands, lakes, streams and wood lots, creating and preserving "buffer zones" around significant environmental areas and agricultural areas, protecting Kane County from encroachment of neighboring cities and villages, restricting land divisions, retaining or protecting natural, scenic or open space values of real property, assuring the availability of real property for agricultural, forest, recreational or open space use, protecting natural resources, maintaining or enhancing air or water quality, preserving the historical, architectural, archaeological or cultural aspects of real property.

- C. Commission means the Kane County Agricultural Conservation Easement and Farmland Protection Commission.
- D. Conservation interest means a holder's interest in a conservation easement, a third-party right of enforcement in a conservation easement or fee title interest in real property.
- E. Nonprofit conservation organization means a nonprofit corporation, a charitable trust or other nonprofit association whose purposes include the acquisition of property for conservation purposes and that is described in Section 501(c)(3) of the Internal Revenue Code and is exempt from federal income tax under Section 501(a) of the Internal Revenue Code.

2. LAND TRUST COMMISSION

- A. Creation. There is hereby created the Kane County Agricultural Conservation Easement and Farmland Protection Commission (hereinafter the "Commission").
- B. Duties. The Commission shall be responsible for general supervision of the Agricultural Conservation Easement and Farmland Protection Program as set forth in this Ordinance, including the following:
 - 1. The Commission shall maintain contact with public and private agencies to maximize the resources and coordinate efforts to preserve the rural character of the County.
 - 2. The Commission shall determine the interest of owners of land within the County at least annually, to donate or sell interests in real property for the purpose of the Agricultural Conservation Easement and Farmland Protection Program.
 - 3. The Commission may recommend selection criteria and may recommend the acquisition of interests in specific parcels of real property to be acquired by the County for agricultural protection purposes.
 - 4. The Commission may recommend changes to the Kane County Agricultural Conservation Easement and Farmland Protection Program and suggestions as to how the Kane County Agricultural Conservation Easement and Farmland Protection Fund acquisition program may be integrated with the Kane County 2020 Land Resource Management Plan, the Kane County Historic

Preservation Ordinance, the Kane County 2020 Transportation Plan, and the Kane County Stormwater Management Ordinance and other local and regional land use plans.

5. The Commission may conduct public meetings or public hearings as it determines necessary or convenient to its work.
6. The Commission may prepare any application forms necessary for the Agricultural Conservation Easement and Farmland Protection Program and prepare, review and recommend any grant applications for State and Federal grants.

C. Membership. The Commission shall consist of nine (9) voting members consisting of:

1. The Chairman of the Kane County Board.
2. The Chairman of the Kane County Development Committee.
3. A representative of the Kane County Farm Bureau.
4. Six (6) members appointed by the County Board Chairman with the advice and consent of the Board, appointed for terms expiring on June 1 following the third anniversary of their appointment. All members shall be electors of the County and, to the extent practicable, include persons with backgrounds and experience in agriculture, finance, conservation or planning.
5. The Chairman of the Kane County Regional Planning Commission and the Chairman of the Kane County Historic Preservation Commission shall be ex-officio members but shall have no right to vote and shall not be included in determining a quorum.

D. Officers. The Commission shall have the following officers:

1. The Commission Chair shall be appointed by the Chairman of the Kane County Board and shall preside at all meetings of the Commission.
2. A Vice Chair shall be elected by a majority vote of the Commission at the first meeting of the Commission to serve for a term of three (3) years.

E. Rules of Procedure. The Commission may adopt rules of procedure governing its deliberations. In the absence of any other such rules, the Commission shall conduct its proceedings in accordance with Robert's Rules of Order, latest revised edition.

3. **AGRICULTURAL CONSERVATION EASEMENT AND FARMLAND PROTECTION PROGRAM EXPENDITURES.** The Board is authorized to acquire conservation interests in real property or to make payments to nonprofit conservation organizations for the purpose of rural and farmland preservation as provided herein.

A. **Conservation Easement Purchases.** The Board may, subject to subsection D, expend funds for costs associated with the purchase or acceptance of donated holders' interests or third party rights of enforcement in conservation easements as defined,

respectively, in the Illinois Property Conservation Rights Act.

- B. Land Purchases. The Board may, subject to subsection D, expend funds for the purchase of land for the purpose of farmland protection.
- C. Payments to Nonprofit Organizations. The Board may, subject to subsection D, appropriate money for payment to a nonprofit conservation organization for the conservation of farmland and natural resources within the County or beneficial to the County through the acquisition of conservation interests, provided that the recipient organization submits and the Board approves a detailed plan for the work to be done. The Board may attach such conditions and restrictions on the appropriation as the Board considers necessary and appropriate to protect the County's interests in farmland protection.
- D. Voluntary Conveyances. The Board may acquire conservation interests only from willing owners and may not exercise its power of eminent domain to acquire such interests.
- E. Indirect Costs. In addition to the purchase price therefor, the Board may expend funds for the payment of indirect costs associated with the conduct of the program, including costs of administration and acquisition of conservation interests, including but not limited to survey costs, title evidence, attorneys' fees, appraisers' fees, environmental assessments, transfer taxes and recording fees.

4. PROCEDURE FOR ACQUISITION OF CONSERVATION INTERESTS

- A. The Board may conduct public meetings or public hearings as it determines necessary or convenient for consideration of Agricultural Conservation Easement and Farmland Protection expenditures.
- B. Prior to purchasing any conservation interest, the Board may cause an appraisal to be prepared by a qualified appraiser setting forth the fair market value of the interest proposed to be purchased.

5. ALIENATION OF ACQUIRED INTERESTS. Except where the intention to reconvey a conservation interest is expressly provided for in the Board's authorization to acquire such interest, no conservation interest acquired by the County under the provisions of this Ordinance shall thereafter be alienated, unless all of the following conditions have been met:

- A. The Board or the Commission has conducted a public hearing for the purpose of considering the proposed alienation;
- B. The County Board has referred to the Commission, for its consideration and recommendation before final action is taken by the Board, the proposed alienation. Unless such recommendation is made within 30 days, or such longer period as may be stipulated by the Board, the Board may take final action without it;
- C. A resolution in support of the proposed alienation is adopted by an affirmative vote of two-thirds of the members of the Board; and
- D. A resolution in support of the proposed alienation is adopted by a majority of the

members of the governing body of any public agency or nonprofit conservation organization which jointly undertook the acquisition of the conservation interest proposed to be alienated.

6. CONFLICT OF INTEREST. No person may participate in any deliberation of the Commission or of the Board in the consideration or determination of any expenditure under this Ordinance in which the person, a member of the person's family, or an organization with whom the person is affiliated has a financial interest.
7. AMENDMENT OR REPEAL. This Ordinance may be amended or repealed only by affirmative vote of the Board following a public hearing.
8. SEVERABILITY. Should any provision of this Ordinance be adjudged invalid by a court of competent jurisdiction, such adjudication shall not affect the validity of any other provision of this Ordinance.

SECTION 2. This Ordinance shall take effect immediately upon its passage as provided by law.

Passed by the Kane County Board on April 10, 2001.

Clerk, County Board
Kane County, Illinois

Chairman, County Board
Kane County, Illinois

Vote:

Yes 22

No 1

4FarmPres

members of the governing body of any public agency or nonprofit conservation organization which jointly undertook the acquisition of the conservation interest proposed to be alienated.

- 6. **CONFLICT OF INTEREST.** No person may participate in any deliberation of the Commission or of the Board in the consideration or determination of any expenditure under this Ordinance in which the person, a member of the person's family, or an organization with whom the person is affiliated has a financial interest.
- 7. **AMENDMENT OR REPEAL.** This Ordinance may be amended or repealed only by affirmative vote of the Board following a public hearing.
- 8. **SEVERABILITY.** Should any provision of this Ordinance be adjudged invalid by a court of competent jurisdiction, such adjudication shall not affect the validity of any other provision of this Ordinance.

SECTION 2. This Ordinance shall take effect immediately upon its passage as provided by law.



Passed by the Kane County Board on April 10, 2001.


 Clerk, County Board
 Kane County, Illinois


 Chairman, County Board
 Kane County, Illinois

Vote:
 Yes 23
 No 1

4FarmPres

STATE OF ILLINOIS COUNTY OF KANE	DATE MAY 22 2001
I, Bernadine C. Murphy, Kane County Clerk and Keeper of the Records in Kane County, Illinois do hereby certify that the attached is a true and correct copy of the original record on file.	
In witness thereof, I have hereunto set my hand and affixed the Seal of the County of Kane at my office in Geneva, Illinois.	
	 Bernadine C. Murphy, Kane County Clerk

make recommendations regarding such expenditures to the Kane County Board; and

WHEREAS, the ARPC recommends that, the American Rescue Plan Program Manager is authorized to approve certain administrative expenditures of SLFRF, in a manner consistent with the Kane County Purchasing Ordinance and Kane County Financial Policies, for American Rescue Plan program office supplies, non-capital computer hardware, and County IT support services, provided that all administrative expenses for these purposes have been budgeted by the County Board and deemed eligible uses of SLFRF under ARPA and the Final Rule by the County’s American Rescue Plan consultant, Ernst & Young; and

WHEREAS, for Fiscal Year 2023, the County Board has budgeted \$500 (Five Hundred Dollars) of SLFRF for office supplies, \$2,000 (Two Thousand Dollars) of SLFRF for non-capital computer hardware, and \$5,826 (Five Thousand Eight Hundred Twenty-Six Dollars) of SLFRF for County IT support services for the County’s American Rescue Plan program.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the ARPC is hereby delegated the authority to generally supervise and review administrative expenditures for office supplies, non-capital computer hardware, and County IT support services, which concern day-to-day operations of the County’s American Rescue Plan program, and when necessary, make recommendations regarding such expenditures to the Kane County Board.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the American Rescue Plan Program Manager is authorized to approve certain administrative expenditures of SLFRF, in a manner consistent with the Kane County Purchasing Ordinance and Kane County Financial Policies, for American Rescue Plan program office supplies, non-capital computer hardware, and County IT support services, provided that all administrative expenses for these purposes have been budgeted by the County Board and deemed eligible uses of SLFRF under ARPA and the Final Rule by the County’s American Rescue Plan consultant, Ernst & Young. The ARPC shall exercise extreme diligence in supervising and reviewing all administrative expenditures made with the use of SLFRF, and the American Rescue Plan Program Manager shall maintain documentation supporting each expenditure of SLFRF for administrative purposes and provide monthly reports to the ARPC about the status of funds used for necessary expenses to administer the County’s American Rescue Plan program.

Passed by the Kane County Board on January 10, 2023

John A. Cunningham
Clerk, County Board
Kane County, Illinois
Vote:

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the American Rescue Plan Committee to Supervise the Conduct and Operations of the Kane County American Rescue Plan Program and Assigned Staff and Authorizing the Program Manager's Use of State and Local Fiscal Recovery Funds for Administrative Expenses

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$ N/A
If not budgeted, explain funding source: N/A	

Summary:

This resolution authorizes the American Rescue Plan Committee to supervise the conduct and operations of the Kane County American Rescue Plan program and assigned staff and authorizes the Program Manager's use of State and Local Fiscal recovery Funds for Administrative expenses in a manner consistent with the Kane County Purchasing Ordinance and Kane County Financial Policies

necessary and effective in reliably achieving long-term reductions in drinking water lead levels; and

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County Environmental and Water Resources Department's request for SLFRF for the Ogden Garden Water Service Project for the purpose of making necessary investments in water, sewer, and broadband infrastructure and completed an assessment regarding the project's eligibility (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use of SLFRF funds in the amount of \$470,000 (Four Hundred Seventy Thousand Dollars) to fund the Ogden Garden Water Service Project for the Kane County Environmental and Water Resources Department to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED the Kane County Board the Kane County Board hereby authorizes the Kane County Environmental and Water Resources Department's use of State and Local Fiscal Recovery Funds in the amount of \$470,000 (Four Hundred Seventy Thousand Dollars) to be used for the Ogden Gardens Water Service Project in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board by the Kane County Board that the following adjustment be made to the Fiscal Year 2023 budget:

355.800.668515.55000 ARP Water Infrastructure: Misc. Contractual Services	
\$470,000	
355.800.668.85000 ARP Contingency	(\$470,000)

Line Item: 355.800.668515.55000

Line Item Description: ARP Water Infrastructure: Misc Contractual Srvcs

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No

Are funds currently available for this Personnel/Item/Service in the specific line item? No

If funds are not currently available in the specified line item, where are the funds available?

355.800.668.85000 ARP Contingency

Passed by the Kane County Board on January 10, 2022.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Use of State and Local Fiscal Recovery Funds to Fund the Ogden Gardens Water Service Project for the Kane County Environmental and Water Resources Department

Committee Flow:

Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? No	Appropriation Amount: \$Varies
If not budgeted, explain funding source: Multiple Accounts	

Summary:

This resolution authorizes the Kane County Environmental and Water Resources Department's use of State and Local Fiscal Recovery Funds in the amount of \$470,000 (Four Hundred Seventy Thousand Dollars) to be used for the Ogden Gardens Water Service Project

A	Proposed Program Name
Ogden Garden Water Services Program	

B	Proposed Program Summary
<p>The County proposes to use the funding to replace lead and galvanized/lead fitting water service lines in the Ogden Garden’s Subdivision with copper service lines to eliminate the lead contamination into the homes in this 75.86% low-moderate income neighborhood. The County will be bidding the service line replacement project for all 120 homes. The engineer in the field will be reviewing the installations before pay requests are made. The ARPA funding is being matched with CDBG funding.</p> <p>The project will not replace lead piping or fittings within the homes. The project is only replacing the water service line as defined by IEPA as per page 4414 of the guidance.</p>	

C	Proposed Program Risk Considerations and Requirements Summary
<p>Based on our review of the proposed program information and review of relevant Treasury guidance for SLFRF, the Lead Filter & WaterSense Grant funding program may be eligible under Lead Remediation.</p> <p>Lead Remediation (EC5.12)</p> <p>The SLFRF rules for lead mitigation allow for programs that are in alignment with the EPA. The SLFRF final rule stated that lead service line replacement is an eligible use of funds if the entirety of the service line is replaced. There is no plan to replace the pipes within private households.</p>	

D	Program Assessment Details	
Complete the below Program Assessment Checklist. For instructions/guidance on using the below checklist please see the User Guide		
D.1	Select the appropriate broad SLFRF category applicable to this project	Making necessary investments in water, sewer, and broadband infrastructure
D.2	Select SLFRF Expenditure Category	EC5
D.3	SLFRF Expenditure Category Description	5: Infrastructure
D.4	Select SLFRF Expenditure Subcategory	5.12 Drinking water: Lead Remediation, including in Schools and Daycares
D.5	Additional SLFRF Expenditure Categories for consideration	n/a
D.6	Comments regarding additional SLFRF Expenditure Categories	n/a
D.7	Are the beneficiaries Populations Presumed Eligible?	Yes
D.8	Which Populations Presumed Eligible does the proposed program intend to serve?	Impacted and Disproportionately Impacted
D.9	Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)?	Geographic Basis
D.10	Is the proposed project related to an industry other than Tourism, Travel, or Hospitality?	Not Applicable
D.11	Is the proposed project an enumerated use?	Yes
D.12	Does the proposed project include subrecipients/beneficiaries?	Yes
D.13	What is the estimated number of subrecipients/beneficiaries?	740
D.14	Will the County be using a partner/subrecipient to administer the program?	Yes
D.15	Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds?	No
D.16	Estimated ongoing costs beyond ARPA SLFRF eligibility period	N/A
D.17	Is the proposed project/expenditure solely related to ARPA SLFRF eligible uses?	Yes
D.18	Percentage of project estimated to be ARPA SLFRF eligible	100%

D.19	Does the proposed project include capital expenditures	No
D.20	Is the capital expenditure an enumerated use (Select One)	Not Applicable
D.21	Select the appropriate range of expected capital expenditures	Not Applicable
D.22	Is a Written Justification Required	Not Applicable
D.23	Does the project include required programmatic data	No
D.24	Does the application indicate the program is designed to address equitable outcomes?	Yes

E	<p>ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6</p> <p>Based on our review of the proposed program and Treasury SLFRF Guidance, the program may be eligible under Lead Remediation (EC5.12.) The initial evaluation of the potential eligible EC categories is subject to change based on the additional information requested regarding program specifics and will be updated, as necessary, once that information is received.</p> <p>Lead Remediation (EC5.12)</p> <p>Lead Service Line Replacement is an enumerated eligible use. The SLFRF rules for lead mitigation allow for programs that are in alignment with the EPA. The SLFRF final rule stated that lead service line replacement is an eligible use of funds if the entirety of the service line is replaced.</p> <ul style="list-style-type: none"> • "Consistent with the EPA programs, replacement of lead pipes within a home is not eligible under the final rule because the vast majority of lead contamination cases can be solved by replacing lead service lines (including on public and private property) and faucets and fixtures themselves. As such, replacement of lead pipes within a home would not be considered a cost-effective means for achieving the desired level of service and thus would not be a "necessary" investment." (pg. 4415) • "Lead remediation projects that are " projects or activities to address lead in drinking water or provide household water quality testing that are within the scope of the programs the EPA is authorized". (pg. 4451) • " Treasury Response: The replacement of lead service lines, up to premise plumbing, is an eligible use under the DWSRF and continues to be an eligible use of SLFRF funds. Such projects are eligible regardless of the pipe material of the replacement lines and ownership of the property on which the service line is located. Lead service line replacement projects can serve households, schools, or any other entities. Given the lifelong impacts of lead exposure for children and the widespread prevalence of lead service lines, Treasury encourages recipients to consider projects to replace lead service lines. " (pg. 4414) • "By providing that projects eligible under the DWSRF and the CWSRF are also eligible uses of SLFRF funds, the interim final rule permitted a broad range of projects that improve drinking water infrastructure, such as building or upgrading facilities and transmission, distribution, and storage systems, including replacement of lead service lines." (pg. 4411) • "(B) In the case of lead service line replacement projects, the recipient must replace the full length of the service line and may not replace only a partial portion of the service line." (pg.4451) • "(B) In the case of projects within the scope of the program the EPA is authorized to establish under section 1459B(b)(1) of the Safe Drinking Water Act, the recipient may determine the income eligibility of homeowners served by lead service line replacement projects in its discretion." (pg.4451) • "Other types of eligible water or sewer projects will not be subject to this cost-effectiveness test, including lead line replacement and lead remediation." (pg. 4410)
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F	ARPA SLFRF Eligibility Justification Requirements - Necessary with Item D.11 is marked "No"
F.1	Designating a Public Health Impact
	As lead service line replacement is an enumerate use under Treasury's Final Rule a separate analysis of the identified Public Health Impact is not required. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
F.1a	Guidance: See Final Rule, 87 Fed Reg 4343. There must be a negative public health impact or harm experienced by an individual or a class. For ease of administration, the interim final rule allowed, and the final rule maintains the ability for, recipients to identify a public health impact on a population or group of individuals, referred to as a "class," and to provide assistance to that class.
F.2	Designating a Negative Economic Impact
	n/a
F.2a	Guidance: See Final Rule, 87 Fed Reg 4343. First, there must be a negative economic impact, or an economic harm, experienced by an individual or a class. The recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID-19 public health emergency. A recipient should first consider whether an economic harm exists and then whether this harm was caused or made worse by the COVID-19 public health emergency. Second, the response must be designed to address the identified economic harm or impact resulting from or exacerbated by the public health emergency. In selecting responses, the recipient must assess whether, and the extent to which, the use would respond to or address this harm or impact.
F.3	Description of how proposed program addresses/responds to harm and is reasonable
	As lead service line replacement is an enumerate use under Treasury's Final Rule a separate analysis of how the program addresses/responds and is reasonable is not required. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
F.3a	Guidance: See Final Rule, 87 Fed Reg 4343. The program, service, or other intervention must address or respond to the identified impact or harm. The final rule maintains the interim final rule requirement that eligible uses under this category must be in response to the disease itself or other public health harms that it caused Responses must be reasonably designed to benefit the individual or class that experienced the public health impact or harm. Uses of funds should be assessed based on their responsiveness to their intended beneficiaries and the ability of the response to address the impact or harm experienced by those beneficiaries Responses must also be related and reasonably proportional to the extent and type of public health impact or harm experienced. Uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.

F.4 **Assessment of whether identified industry is eligible**
 n/a

F.4a **Guidance: See Final Rule, 87 Fed Reg 4382.** Simplified test. An industry is presumed to be impacted if the industry experienced employment loss of at least 8 percent. Specifically, a recipient should compare the percent change in the number of employees of the recipient’s identified industry and the national Leisure & Hospitality sector in the three months before the pandemic’s most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule release (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021).

If an industry does not satisfy the test above or data are unavailable, the recipient may still designate the industry as impacted by demonstrating the following: the recipient can show that the totality of relevant major economic indicators demonstrate that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries at the time of the publication of the final rule, and that the impacts were generally due to the COVID–19 public health emergency. Recipients may rely on available economic data, government research publications, research from academic sources, and other quantitative sources for this determination. If quantitative data is unavailable, the recipient can rely on qualitative data to show that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries, and the impacts were generally due to the COVID–19 public health emergency. Recipients may rely on sources like community interviews, surveys, and research from relevant state and local government agencies

G **Capital Expenditure Evaluations - Complete if Item 16 is marked as "Between \$1 m and \$10 m" or "Over 10 m"**

G.1 **1. Description of harm or need to be addressed**
 n/a

G.1a **Guidance: See Final Rule, 87 Fed Reg 4390-4391.** Recipients should provide a description of the specific harm or need to be addressed, and why the harm was exacerbated or caused by the public health emergency. When appropriate, recipients may provide quantitative information on the extent and type of the harm, such as the number of individuals or entities affected.

G.2 **2. Explanation of why a capital expenditure is appropriate**
 n/a

G.2a **Guidance: See Final Rule, 87 Fed Reg 4390-4391.** Recipients should provide an independent assessment demonstrating why a capital expenditure is appropriate to address the specified harm or need. This should include an explanation of why existing capital equipment, property, or facilities would be inadequate to addressing the harm or need and why policy changes or additional funding to pertinent programs or services would be insufficient without the corresponding capital expenditures. Recipients are not required to demonstrate that the harm or need would be irremediable but for the additional capital expenditure; rather, they may show that other interventions would be inefficient, costly, or otherwise not reasonably designed to remedy the harm without additional capital expenditure.

3. Comparison of the proposed capital expenditure against alternative capital expenditures

G.3	a. A comparison of the effectiveness of the capital expenditures in addressing the harm identified	n/a
G.3a	Guidance: See Final Rule, 87 Fed Reg 4390-4391. Recipients should generally consider the effectiveness of the capital expenditures in addressing the harm over the useful life of the capital asset and may consider metrics such as the number of impacted or disproportionately impacted individuals or entities served, when such individuals or entities are estimated to be served, the relative time horizons of the project, and consideration of any uncertainties or risks involved with the capital expenditure.	
G.4	b. A comparison of the expected total cost of the capital expenditures	n/a
G.4a	Guidance: See Final Rule, 87 Fed Reg 4390-4391. Recipients should consider the expected total cost of the capital expenditure required to construct, purchase, install, or improve the capital assets intended to address the public health or negative economic impact of the public health emergency. Recipients should include pre-development costs in their calculation and may choose to include information on ongoing operational costs, although this information is not required.	
H	Equitable Outcomes - Complete if item 18 is populated with "Yes".	
H.1	Description of equitable outcome goal and how the proposed program expects to achieve this goal	It serves a 75% low/m income community.

STATE OF ILLINOIS)
)
) SS.
)
COUNTY OF KANE)

RESOLUTION NO. 23-03

AUTHORIZING THE AMERICAN RESCUE PLAN PART-TIME ADMINISTRATIVE COORDINATOR POSITION AN INCREASE IN HOURS WORKED PER WEEK IN ORDER TO ADJUST TO INCREASED PROGRAMMATIC DEMANDS

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 (“ARPA”) to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane received a total of \$103,413,041 (One Hundred Three Million, Four Hundred Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds (“SLFRF”) pursuant to ARPA, and has received its first payment in the amount of \$51,706,520.50 (Fifty-One Million, Seven Hundred Six Thousand, Five Hundred Twenty Dollars and Fifty Cents); and

WHEREAS, pursuant to ARPA, the County of Kane shall use the SLFRF to defray costs associated with its response to the to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee (“ARPC”), as a resource for research, education, planning, and recommendations for the best allocation and uses of the County’s SLFRF; and

WHEREAS, the work of the ARPC will require administrative work, specialized to the ARPC; and

WHEREAS, because the County’s SLFRF may be used to cover administrative expenses, by Resolution 21-420, the Kane County Board authorized the creation of subaccount of Fund 355 to process expenses the administrative expenses that are incurred in the administration of SLFRF pursuant to ARPA; and

WHEREAS, by Resolution 22-115, the Kane County Board authorized the creation of the part-time Administrative Coordinator position to assist the Program Manager in the administration of the County’s use of SLFRF, at an hourly rate of \$30 (Thirty Dollars) per hour with hours not to exceed 20 per week, for a limited, maximum duration through the date by which ARPA funded projects must be completed, and subject to the continued needs of the County and the appropriation of funds by the County Board; and

WHEREAS, the County’s ARPA Program Manager has identified an increased amount of project-related and administrative work that is projected as the program continues, and in

order to address that increased need has recommended that the position of part-time Administrative Coordinator be allowed to work hours not to exceed 29 per week, with no change in hourly pay rate; and

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board by the Kane County Board that the position of part-time ARPA Administrative Coordinator be adjusted to allow the position to work hours not to exceed 29 per week, with no change in hourly pay rate.

Passed by the Kane County Board on January 10, 2023

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the American Rescue Plan Part-Time Administrative Coordinator Position an Increase in Hours Worked Per Week in Order to Adjust to Increased Programmatic Demands

Committee Flow:

Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? No	Appropriation Amount: \$Varies
If not budgeted, explain funding source: Multiple Accounts	

Summary:

This resolution authorizes the position of the part-time ARPA Administrative Coordinator be adjusted to allow the position to work hours not to exceed 29 per week, with no change in hourly pay rate.

RESOLUTION/ORDINANCE EXECUTIVE SUMMARY



Resolution: No.

Approving Purchase of Two (2) 2023 Ford F-450 Cab and Chassis, Kane County Division of Transportation – Units 2 & 26

Committee Flow Transportation Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$102,710.00
If not budgeted, explain funding source:	

Summary:

Vehicle descriptions: 2023 Ford F-450 Cab and Chassis units only.

Vendor: National Auto Fleet Group (Sourcewell – authorized cooperative agreement Res. # 22-266)

Purchase price – Each = \$51355.00 / total = \$102710.00

Normal replacement of this type of vehicle (patrol trucks) is every 7 to 10 years. Replacement is based on age, mileage, dependability, and maintenance costs. These vehicle replacements are from Sourcewell cooperative agreement contract # 091521-NAF. These vehicles are used in the maintenance section of Transportation. Body and equipment packages will be bid out separately. These vehicles will replace two 2012 patrol vehicles. The old units will be sold by the Purchasing Department for Transportation after we take delivery of the replacement units. These vehicles meet the County replacement requirements and are in the FY23 budget

Kane County Vehicle Request Form

2

Section 1 – Department Information

Department: Transportation	Division: Maintenance	Date: 10/20/2021
Address: 41w011 Burlington rd	City: St Charles	Zip Code: 60175
Department Contact Person: Bill Edwards	Title: Maintenance Superintendent	
Telephone: 6305841170	email: edwardsbill@co.kane.il.us	

Section 2 – Current Vehicle Information

This request is to: Replace an existing vehicle OR Add a new vehicle to the fleet

Does the replacement vehicle meet the County's replacement guidelines (age, mileage, reliability, maintenance and repair costs and conditions as calculated on the Replacement Guideline Calculation, attached)? Yes No

Vehicle being replaced:	Year: 2012	Make: Ford	Model: F-350
Vehicle Type: <i>Dump</i>	V.I.N. #: 1FDRF3G6XCEB62321	Current Mileage: 196,400	
Original Purchase Price: 40580	Current Estimated Fuel Efficiency (miles per gallon): 7		

Section 3 – Requested Vehicle

What will be the primary use of this vehicle?

Transportation of people Number of people:

Emergency response

Transportation of equipment, materials, or supplies (explain below)

Transportation of both people and equipment, materials, or supplies (explain below)

Other

Please explain the selection from the previous question
Patrol truck, dead animal pickup, street sweeping, garbage collection - uses dump box, crane, lift gate, and broom

Is this vehicle authorized for take-home use? Yes (explain below) No

Vehicle will be assigned to: Specific Individual Work Group or Crew Motor Pool or Shared Use

How often will this vehicle be used: Multiple 8 hour shifts per day Daily Weekly Monthly Pool Car

Primary parking location of the requested vehicle: KDOT facility

Type of Vehicle Requested

<input type="checkbox"/> Sedan	<input type="checkbox"/> Full size	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Compact	<input type="checkbox"/> Police Package	<input type="checkbox"/> Special Equipment
<input type="checkbox"/> SUV	<input type="checkbox"/> Full size	<input type="checkbox"/> Intermediate	<input checked="" type="checkbox"/> Compact	<input type="checkbox"/> 4x4	<input type="checkbox"/> 4x2 <input type="checkbox"/> Special Equipment
Additional justification required for all SUV requests – please attach separate justification narrative					
<input type="checkbox"/> Pass. Van	<input type="checkbox"/> 7 passenger	<input type="checkbox"/> 12 passenger	<input type="checkbox"/> Special Equipment		
<input type="checkbox"/> Cargo Van	<input type="checkbox"/> mini van	<input type="checkbox"/> ¾-ton	<input type="checkbox"/> 1-ton	<input type="checkbox"/> Special Equipment	

<input checked="" type="checkbox"/> Pickup	<input type="checkbox"/> Compact	<input type="checkbox"/> 4x4	<input checked="" type="checkbox"/> Standard Cab	<input type="checkbox"/> Short Box	<input checked="" type="checkbox"/> Special Equipment
	<input type="checkbox"/> 1/2-ton	<input checked="" type="checkbox"/> 4x2	<input type="checkbox"/> Extended Cab	<input checked="" type="checkbox"/> Long Box	
	<input type="checkbox"/> 3/4-ton		<input type="checkbox"/> Crew Cab		
	<input checked="" type="checkbox"/> 1-ton				

Fuel Type (Choose One): Gasoline Gasoline/Electric Hybrid Diesel Flex-Fuel (E-85)

Projected average monthly mileage: 1600

Fuel efficiency of replacement vehicle (miles per gallon - city and highway): 10

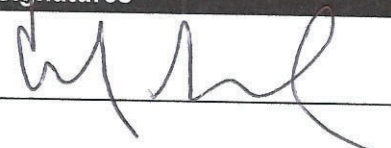
Is the vehicle(s) to be purchased from the Illinois state public bid list? Yes No
 If no, why not? it could be if the state puts out pricing soon, as there have been delays with that lately. Also depends on the dealers ability to do custom fabrication as this will be needed for this vehicle. If nether happen we will bid the units out as we don't have a lot of time to wait to make the order deadline.

When not in use, can this vehicle be used by other County employees outside department / office? Yes No (explain below)

KDOT vehicle

Provide detailed description and justification for any special or miscellaneous equipment (e.g., trailer hitch, spot light, tool box, lift gate, partitions, etc.) requested. rear lift gate to assist loaded heavy items into the bed. Crane to assist removing/loading heavy items from the ROW. front mounted broom to sweep intersections and such, warning lights for safety, storage boxes to hold supplies/equipment.

Section 4 – Signatures

Requesting Department Director's / Elected Officer's Signature:  Date: 10.20.21

Fleet Manager's Signature: *Bill Edwards*
 Request Approved Denied
 Reason for denial:
 Date: 10/20/21

Replacement Guidelines Calculation Sheet

Dept:Transportation

Vehicle:2012 unit 2

Ford F-350

Factor	Points	Explanation
Age	10	2012 model year
Miles	20	198,000 miles
Type of service	4	Patrol truck - a lot of stop/go and backing
Reliability	2	it has been a dependable vehicle.
M&R Costs	3	normal maintenance for this type of truck and mileage
Condition	3	Condition would be considered average wear for age and use
Total points	42	

Date evaluated: 20-Oct

REPLACEMENT GUIDELINES CALCULATION SHEET

Light Vehicle Replacement Guidelines

Factor	Points
Age	One point for each year of chronological age, based on in-service date.
Miles/Hours	One point for each 10,000 miles of use.
Type of Service	1, 3, or 5 points are assigned based on the type of service that vehicle receives. For instance, a police patrol car would be given a 5 because it is in severe duty service. In contrast, an administrative sedan would be given a 1.
Reliability	Points are assigned as 1, 3, or 5 depending on the frequency that a vehicle is in the shop for repair. A five would be assigned to a vehicle that is in the shop two or more times per month on average, while a 1 be assigned to a vehicle in the shop an average of once every three months or less.
Maintenance and Repair Costs	1 to 5 points are assigned based on total life maintenance and repair costs (not including repair of accident damage). A 5 is assigned to a vehicle with life M&R costs equal or greater to the 50% of vehicle's original purchase price or 100% of the trade-in value of the vehicle, while a 1 is given to a vehicle with life M&R costs equal to 20-percent or less of 50% its original purchase cost or 50% of the vehicle's trade-in value. (attach copies of repair estimates or written summary of required repairs and source(s) of estimates)
Condition	This category takes into consideration body condition, rust, interior condition, accident history, anticipated repairs, etc. A scale of 1 to 5 points is used with 5 being poor condition. (attach photograph)
Point Ranges	
Under 18 points	Condition I Excellent
18 to 22 points	Condition II Good
23 to 27 points	Condition III Qualifies for replacement
28 points and above	Condition IV Needs immediate consideration

Kane County Vehicle Request Form

#26

Section 1 – Department Information

Department: Transportation	Division: Maintenance	Date: 10/20/2021
Address: 41w011 Burlington rd	City: St Charles	Zip Code: 60175
Department Contact Person: Bill Edwards	Title: Maintenance Superintendent	
Telephone: 6305841170	email: edwardsbill@co.kane.il.us	

Section 2 – Current Vehicle Information

This request is to: Replace an existing vehicle OR Add a new vehicle to the fleet

Does the replacement vehicle meet the County's replacement guidelines (age, mileage, reliability, maintenance and repair costs and conditions as calculated on the Replacement Guideline Calculation, attached)? Yes No

Vehicle being replaced:	Year: 2012	Make: Ford	Model: F-350
Vehicle Type: <i>Dump</i>	V.I.N. #: 1FDRF3G61CEB62322	Current Mileage: 161,700	
Original Purchase Price: 40580	Current Estimated Fuel Efficiency (miles per gallon): 7		

Section 3 – Requested Vehicle

What will be the primary use of this vehicle?

Transportation of people Number of people:

Emergency response

Transportation of equipment, materials, or supplies (explain below)

Transportation of both people and equipment, materials, or supplies (explain below)

Other

Please explain the selection from the previous question
Patrol truck, dead animal pickup, street sweeping, garbage collection - uses dump box, crane, lift gate, and broom

Is this vehicle authorized for take-home use? Yes (explain below) No

Vehicle will be assigned to: Specific Individual Work Group or Crew Motor Pool or Shared Use

How often will this vehicle be used: Multiple 8 hour shifts per day Daily Weekly Monthly Pool Car

Primary parking location of the requested vehicle: KDOT facility

Type of Vehicle Requested

<input type="checkbox"/> Sedan	<input type="checkbox"/> Full size <input type="checkbox"/> Intermediate <input type="checkbox"/> Compact <input type="checkbox"/> Police Package <input type="checkbox"/> Special Equipment
<input type="checkbox"/> SUV	<input type="checkbox"/> Full size <input type="checkbox"/> Intermediate <input checked="" type="checkbox"/> Compact <input type="checkbox"/> 4x4 <input type="checkbox"/> 4x2 <input type="checkbox"/> Special Equipment <small>Additional justification required for all SUV requests – please attach separate justification narrative</small>
<input type="checkbox"/> Pass. Van	<input type="checkbox"/> 7 passenger <input type="checkbox"/> 12 passenger <input type="checkbox"/> Special Equipment
<input type="checkbox"/> Cargo Van	<input type="checkbox"/> mini van <input type="checkbox"/> ¾-ton <input type="checkbox"/> 1-ton <input type="checkbox"/> Special Equipment

<input checked="" type="checkbox"/> Pickup	<input type="checkbox"/> Compact	<input type="checkbox"/> 4x4	<input checked="" type="checkbox"/> Standard Cab	<input type="checkbox"/> Short Box	<input checked="" type="checkbox"/> Special Equipment
	<input type="checkbox"/> 1/2-ton	<input checked="" type="checkbox"/> 4x2	<input type="checkbox"/> Extended Cab	<input checked="" type="checkbox"/> Long Box	
	<input type="checkbox"/> 3/4-ton		<input type="checkbox"/> Crew Cab		
	<input checked="" type="checkbox"/> 1-ton				

Fuel Type (Choose One): Gasoline Gasoline/Electric Hybrid Diesel Flex-Fuel (E-85)

Projected average monthly mileage: 1600

Fuel efficiency of replacement vehicle (miles per gallon - city and highway): 10

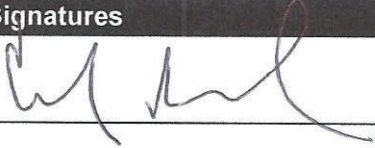
Is the vehicle(s) to be purchased from the Illinois state public bid list? Yes No
 If no, why not? it could be if the state puts out pricing soon, as there have been delays with that lately. Also depends on the dealers ability to do custom fabrication as this will be needed for this vehicle. If nether happen we will bid the units out as we don't have a lot of time to wait to make the order deadline.

When not in use, can this vehicle be used by other County employees outside department / office? Yes No (explain below)

KDOT vehicle

Provide detailed description and justification for any special or miscellaneous equipment (e.g., trailer hitch, spot light, tool box, lift gate, partitions, etc.) requested. rear lift gate to assist loaded heavy items into the bed. Crane to assist removing/loading heavy items from the ROW. front mounted broom to sweep intersections and such, warning lights for safety, storage boxes to hold supplies/equipment.

Section 4 – Signatures

Requesting Department Director's / Elected Officer's Signature:  Date: 10-20-21

Fleet Manager's Signature: *Bill Edwards*
 Request Approved Denied
 Reason for denial:
 Date: 10/20/21

Replacement Guidelines Calculation Sheet

Dept:Transportation

Vehicle:2012 unit 26

Ford F-350

Factor	Points	Explanation
Age	10	2012 model year
Miles	16	161,700 miles
Type of service	4	Patrol truck - a lot of stop/go and backing
Reliability	2	it has been a dependable vehicle.
M&R Costs	3	normal maintenance for this type of truck and mileage
Condition	3	Condition would be considered average wear for age and use
Total points	38	

Date evaluated: 20-Oct

REPLACEMENT GUIDELINES CALCULATION SHEET

Light Vehicle Replacement Guidelines

Factor	Points
Age	One point for each year of chronological age, based on in-service date.
Miles/Hours	One point for each 10,000 miles of use.
Type of Service	1, 3, or 5 points are assigned based on the type of service that vehicle receives. For instance, a police patrol car would be given a 5 because it is in severe duty service. In contrast, an administrative sedan would be given a 1.
Reliability	Points are assigned as 1, 3, or 5 depending on the frequency that a vehicle is in the shop for repair. A five would be assigned to a vehicle that is in the shop two or more times per month on average, while a 1 be assigned to a vehicle in the shop an average of once every three months or less.
Maintenance and Repair Costs	1 to 5 points are assigned based on total life maintenance and repair costs (not including repair of accident damage). A 5 is assigned to a vehicle with life M&R costs equal or greater to the 50% of vehicle's original purchase price or 100% of the trade-in value of the vehicle, while a 1 is given to a vehicle with life M&R costs equal to 20-percent or less of 50% its original purchase cost or 50% of the vehicle's trade-in value. (attach copies of repair estimates or written summary of required repairs and source(s) of estimates)
Condition	This category takes into consideration body condition, rust, interior condition, accident history, anticipated repairs, etc. A scale of 1 to 5 points is used with 5 being poor condition. (attach photograph)
Point Ranges	
Under 18 points	Condition I Excellent
18 to 22 points	Condition II Good
23 to 27 points	Condition III Qualifies for replacement
28 points and above	Condition IV Needs immediate consideration

RESOLUTION/ORDINANCE EXECUTIVE SUMMARY



Resolution: No.

Approving Purchase of Two (2) 2023 Ford F-450 Cab and Chassis, Kane County Division of Transportation – Units 23 & 36

Committee Flow Transportation Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$102,170.00
If not budgeted, explain funding source:	

Summary:

Vehicle descriptions: 2023 Ford F-450 Cab and Chassis units only.

Vendor: National Auto Fleet Group (Sourcewell – authorized cooperative agreement Res. # 22-266)

Purchase price – Each = \$51085.00 / total = \$102170.00

Comments: Normal replacement of this type of vehicle (1-ton dump) is every 10 to 15 years. Replacement is based on age, mileage, dependability, and maintenance costs. These vehicle replacements are from Sourcewell cooperative agreement contract # 091521-NAF. These vehicles are used in the maintenance section of Transportation. Body and equipment packages will be bid out separately. These vehicles will replace two 2008 1-ton dump vehicles. The old units will be sold by the Purchasing Department for Transportation after we take delivery of the replacement units. These vehicles meet the County replacement requirements and are in the FY23 budget.

Kane County Vehicle Request Form

Section 1 – Department Information

Department: Transportation	Division: Maintenance	Date: 11/16/2022
Address: 41W011 Burlington rd.	City: St Charles	Zip Code: 60140
Department Contact Person: Bill Edwards	Title: Maintenance Superintendent	
Telephone: 630-584-1172	email: edwardsbill@co.kane.il.us	

Section 2 – Current Vehicle Information

This request is to: Replace an existing vehicle OR Add a new vehicle to the fleet

Does the replacement vehicle meet the County's replacement guidelines (age, mileage, reliability, maintenance and repair costs and conditions as calculated on the Replacement Guideline Calculation, attached)? Yes No

Vehicle being replaced:	Year: 2008	Make: Ford	Model: F-450 unit 23
Vehicle Type: 1-ton dump	V.I.N. #: 1FDX46Y08ED15893	Current Mileage: 70,000	
<input type="checkbox"/> Sedan	<input type="checkbox"/> Full size <input type="checkbox"/> Intermediate <input type="checkbox"/> Compact <input type="checkbox"/> Police Pkg <input type="checkbox"/> Special Equip.		
<input type="checkbox"/> SUV	<input type="checkbox"/> Full size <input type="checkbox"/> Intermediate <input type="checkbox"/> Compact <input type="checkbox"/> 4x4 <input type="checkbox"/> 4x2 <input type="checkbox"/> Special Equip.		
<small>Additional justification required for all SUV requests – please attach separate justification narrative</small>			
<input type="checkbox"/> Pass. Van	<input type="checkbox"/> 7 passenger <input type="checkbox"/> 12 passenger <input type="checkbox"/> Special Equipment		
<input type="checkbox"/> Cargo Van	<input type="checkbox"/> mini van <input type="checkbox"/> ¾-ton <input type="checkbox"/> 1-ton <input type="checkbox"/> Special Equipment		
<input checked="" type="checkbox"/> Pickup	<input type="checkbox"/> Compact <input type="checkbox"/> 4x4 <input checked="" type="checkbox"/> Standard Cab <input type="checkbox"/> Short Box <input checked="" type="checkbox"/> Special Equip. <input type="checkbox"/> ½-ton <input checked="" type="checkbox"/> 4x2 <input type="checkbox"/> Extended Cab <input type="checkbox"/> Long Box <input type="checkbox"/> ¾-ton <input type="checkbox"/> Crew Cab <input checked="" type="checkbox"/> 1-ton		
Original Purchase Price: \$42,888	Current Estimated Fuel Efficiency (miles per gallon): 8		

Section 3 – Requested Vehicle

What will be the primary use of this vehicle?

Transportation of people Number of people:

Emergency response

Transportation of equipment, materials, or supplies (explain below)

Transportation of both people and equipment, materials, or supplies (explain below)

Other

Please explain the selection from the previous question

Equipment and material hauling to job sites

Is this vehicle authorized for take-home use? Yes (explain below) No

Vehicle will be assigned to: Specific Individual Work Group or Crew Motor Pool or Shared Use

How often will this vehicle be used: Multiple 8 hour shifts per day Daily Weekly Monthly Pool Car

Primary parking location of the requested vehicle: 41w001 burlington rd. St Charles IL. Trans depart.

Type of Vehicle Requested

<input type="checkbox"/> Sedan	<input type="checkbox"/> Full size	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Compact	<input type="checkbox"/> Police Package	<input type="checkbox"/> Special Equipment	
<input type="checkbox"/> SUV	<input type="checkbox"/> Full size	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Compact	<input type="checkbox"/> 4x4	<input type="checkbox"/> 4x2	<input type="checkbox"/> Special Equipment
<small>Additional justification required for all SUV requests – please attach separate justification narrative</small>						
<input type="checkbox"/> Pass. Van	<input type="checkbox"/> 7 passenger	<input type="checkbox"/> 12 passenger	<input type="checkbox"/> Special Equipment			
<input type="checkbox"/> Cargo Van	<input type="checkbox"/> mini van	<input type="checkbox"/> ¾-ton	<input type="checkbox"/> 1-ton	<input type="checkbox"/> Special Equipment		
<input checked="" type="checkbox"/> Pickup	<input type="checkbox"/> Compact	<input type="checkbox"/> 4x4	<input checked="" type="checkbox"/> Standard Cab	<input type="checkbox"/> Short Box	<input checked="" type="checkbox"/> Special Equipment	
	<input type="checkbox"/> ½-ton	<input checked="" type="checkbox"/> 4x2	<input type="checkbox"/> Extended Cab	<input type="checkbox"/> Long Box		
	<input type="checkbox"/> ¾-ton		<input type="checkbox"/> Crew Cab			
	<input checked="" type="checkbox"/> 1-ton					

Fuel Type (Choose One): Gasoline Gasoline/Electric Hybrid Diesel Flex-Fuel (E-85)

Projected average monthly mileage: **500**

Fuel efficiency of replacement vehicle (miles per gallon - city and highway): **10**

Is the vehicle(s) to be purchased from the Illinois state public bid list? Yes No

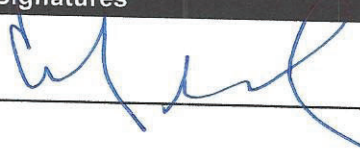
If no, why not?
not currently available on state bid.

When not in use, can this vehicle be used by other County employees outside department / office? Yes No (explain below)

Vehicle is for maintaining county highways and right of way.

Provide detailed description and justification for any special or miscellaneous equipment (e.g., trailer hitch, spot light, tool box, lift gate, partitions, etc.) requested.
Trailer hitch and dump box. Haul equipment trailers and materials

Section 4 – Signatures

Requesting Department Director's / Elected Officer's Signature: 	Date: 11.21.2022
Fleet Manager's Signature: Bill Edwards	11/16/2022
Request <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	Date:
Reason for denial:	

Replacement Guidelines Calculation Sheet

Dept: Transportation

Vehicle: 2008

Ford F-450 unit 23

Factor	Points	Explanation
Age	15	2008 model year
Miles	8	80,000 miles
Type of service	3	equipment and material hauling
Reliability	2	it has been a dependable vehicle.
M&R Costs	3	Normal repairs for use and age
Condition	2	Condition would be considered above average for age and use
Total points	33	

Date evaluated: 16-Nov

REPLACEMENT GUIDELINES CALCULATION SHEET

Light Vehicle Replacement Guidelines

Factor	Points
Age	One point for each year of chronological age, based on in-service date.
Miles/Hours	One point for each 10,000 miles of use.
Type of Service	1, 3, or 5 points are assigned based on the type of service that vehicle receives. For instance, a police patrol car would be given a 5 because it is in severe duty service. In contrast, an administrative sedan would be given a 1.
Reliability	Points are assigned as 1, 3, or 5 depending on the frequency that a vehicle is in the shop for repair. A five would be assigned to a vehicle that is in the shop two or more times per month on average, while a 1 be assigned to a vehicle in the shop an average of once every three months or less.
Maintenance and Repair Costs	1 to 5 points are assigned based on total life maintenance and repair costs (not including repair of accident damage). A 5 is assigned to a vehicle with life M&R costs equal or greater to the 50% of vehicle's original purchase price or 100% of the trade-in value of the vehicle, while a 1 is given to a vehicle with life M&R costs equal to 20-percent or less of 50% its original purchase cost or 50% of the vehicle's trade-in value. (attach copies of repair estimates or written summary of required repairs and source(s) of estimates)
Condition	This category takes into consideration body condition, rust, interior condition, accident history, anticipated repairs, etc. A scale of 1 to 5 points is used with 5 being poor condition. (attach photograph)
Point Ranges	
Under 18 points	Condition I Excellent
18 to 22 points	Condition II Good
23 to 27 points	Condition III Qualifies for replacement
28 points and above	Condition IV Needs immediate consideration

Kane County Vehicle Request Form

Section 1 – Department Information

Department: Transportation	Division: Maintenance	Date: 11/16/2022
Address: 41W011 Burlington rd.	City: St Charles	Zip Code: 60140
Department Contact Person: Bill Edwards	Title: Maintenance Superintendent	
Telephone: 630-584-1172	email: edwardsbill@co.kane.il.us	

Section 2 – Current Vehicle Information

This request is to: Replace an existing vehicle OR Add a new vehicle to the fleet

Does the replacement vehicle meet the County's replacement guidelines (age, mileage, reliability, maintenance and repair costs and conditions as calculated on the Replacement Guideline Calculation, attached)? Yes No

Vehicle being replaced:	Year: 2008	Make: Ford	Model: F-450 unit 36
Vehicle Type: 1-ton dump	V.I.N. #: 1FDX46Y08ED15893	Current Mileage: 70,000	
<input type="checkbox"/> Sedan	<input type="checkbox"/> Full size	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Compact
<input type="checkbox"/> SUV	<input type="checkbox"/> Full size	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Compact
<input type="checkbox"/> Pass. Van	<input type="checkbox"/> 7 passenger	<input type="checkbox"/> 12 passenger	<input type="checkbox"/> Special Equipment
<input type="checkbox"/> Cargo Van	<input type="checkbox"/> mini van	<input type="checkbox"/> ¾-ton	<input type="checkbox"/> 1-ton
<input checked="" type="checkbox"/> Pickup	<input type="checkbox"/> Compact	<input type="checkbox"/> 4x4	<input checked="" type="checkbox"/> Standard Cab
	<input type="checkbox"/> ½-ton	<input checked="" type="checkbox"/> 4x2	<input type="checkbox"/> Extended Cab
	<input type="checkbox"/> ¾-ton	<input type="checkbox"/> Crew Cab	<input type="checkbox"/> Short Box
	<input checked="" type="checkbox"/> 1-ton		<input checked="" type="checkbox"/> Special Equip.
Original Purchase Price: \$42,888	Current Estimated Fuel Efficiency (miles per gallon): 8		

Section 3 – Requested Vehicle

What will be the primary use of this vehicle?

Transportation of people Number of people:

Emergency response

Transportation of equipment, materials, or supplies (explain below)

Transportation of both people and equipment, materials, or supplies (explain below)

Other

Please explain the selection from the previous question **Equipment and material hauling to job sites**

Is this vehicle authorized for take-home use? Yes (explain below) No

Vehicle will be assigned to: Specific Individual Work Group or Crew Motor Pool or Shared Use

How often will this vehicle be used: Multiple 8 hour shifts per day Daily Weekly Monthly Pool Car

Primary parking location of the requested vehicle: **41w001 burlington rd. St Charles IL. Trans depart.**

Type of Vehicle Requested

<input type="checkbox"/> Sedan	<input type="checkbox"/> Full size	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Compact	<input type="checkbox"/> Police Package	<input type="checkbox"/> Special Equipment	
<input type="checkbox"/> SUV	<input type="checkbox"/> Full size	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Compact	<input type="checkbox"/> 4x4	<input type="checkbox"/> 4x2	<input type="checkbox"/> Special Equipment
<small>Additional justification required for all SUV requests – please attach separate justification narrative</small>						
<input type="checkbox"/> Pass. Van	<input type="checkbox"/> 7 passenger	<input type="checkbox"/> 12 passenger	<input type="checkbox"/> Special Equipment			
<input type="checkbox"/> Cargo Van	<input type="checkbox"/> mini van	<input type="checkbox"/> ¾-ton	<input type="checkbox"/> 1-ton	<input type="checkbox"/> Special Equipment		
<input checked="" type="checkbox"/> Pickup	<input type="checkbox"/> Compact	<input type="checkbox"/> 4x4	<input checked="" type="checkbox"/> Standard Cab	<input type="checkbox"/> Short Box	<input checked="" type="checkbox"/> Special Equipment	
	<input type="checkbox"/> ½-ton	<input checked="" type="checkbox"/> 4x2	<input type="checkbox"/> Extended Cab	<input type="checkbox"/> Long Box		
	<input type="checkbox"/> ¾-ton		<input type="checkbox"/> Crew Cab			
	<input checked="" type="checkbox"/> 1-ton					

Fuel Type (Choose One): Gasoline Gasoline/Electric Hybrid Diesel Flex-Fuel (E-85)

Projected average monthly mileage: **500**

Fuel efficiency of replacement vehicle (miles per gallon - city and highway): **10**

Is the vehicle(s) to be purchased from the Illinois state public bid list? Yes No
 If no, why not?
not currently available on state bid.

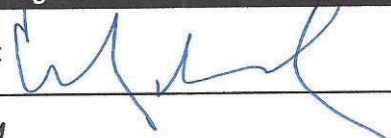
When not in use, can this vehicle be used by other County employees outside department / office? Yes No (explain below)

Vehicle is for maintaining county highways and right of way.

Provide detailed description and justification for any special or miscellaneous equipment (e.g., trailer hitch, spot light, tool box, lift gate, partitions, etc.) requested.

Trailer hitch and dump box. Haul equipment trailers and materials

Section 4 – Signatures

Requesting Department Director's / Elected Officer's Signature: 	Date: 11-21-2022
Fleet Manager's Signature: Bill Edwards	11/16/2022
Request <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	Date:
Reason for denial:	

Replacement Guidelines Calculation Sheet

Dept:Transportation

Vehicle:2008

Ford F-450 unit 36

Factor	Points	Explanation
Age	15	2008 model year
Miles	7	70,000 miles
Type of service	3	equipment and material hauling
Reliability	2	it has been a dependable vehicle.
M&R Costs	3	Normal repairs for use and age
Condition	2	Condition would be considered above average for age and use
Total points	32	

Date evaluated: 16-Nov

REPLACEMENT GUIDELINES CALCULATION SHEET

Light Vehicle Replacement Guidelines

Factor	Points
Age	One point for each year of chronological age, based on in-service date.
Miles/Hours	One point for each 10,000 miles of use.
Type of Service	1, 3, or 5 points are assigned based on the type of service that vehicle receives. For instance, a police patrol car would be given a 5 because it is in severe duty service. In contrast, an administrative sedan would be given a 1.
Reliability	Points are assigned as 1, 3, or 5 depending on the frequency that a vehicle is in the shop for repair. A five would be assigned to a vehicle that is in the shop two or more times per month on average, while a 1 be assigned to a vehicle in the shop an average of once every three months or less.
Maintenance and Repair Costs	1 to 5 points are assigned based on total life maintenance and repair costs (not including repair of accident damage). A 5 is assigned to a vehicle with life M&R costs equal or greater to the 50% of vehicle's original purchase price or 100% of the trade-in value of the vehicle, while a 1 is given to a vehicle with life M&R costs equal to 20-percent or less of 50% its original purchase cost or 50% of the vehicle's trade-in value. (attach copies of repair estimates or written summary of required repairs and source(s) of estimates)
Condition	This category takes into consideration body condition, rust, interior condition, accident history, anticipated repairs, etc. A scale of 1 to 5 points is used with 5 being poor condition. (attach photograph)
Point Ranges	
Under 18 points	Condition I Excellent
18 to 22 points	Condition II Good
23 to 27 points	Condition III Qualifies for replacement
28 points and above	Condition IV Needs immediate consideration



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

Authorizing Refunds of Certain Employee Health Plan Wellness Program Non-Participation Penalties Issued in 2019

Committee Flow: Finance and Budget Committee, Executive Committee, County Board

Contact: Michele Niermann, 630-208-5325

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$53,187
If not budgeted, explain funding source:	

Summary:

This resolution authorizes Finance and Human Resources, in conjunction with the State's Attorney's Office to issue refunds for penalty charges imposed on certain employees.

Wellness Surcharge Refunds Payable as of 12-14-22				
Employee Number	Refund	FICA	IMRF	Total
19860022	600.00	45.90	30.90	676.80
19870031	600.00	45.90	30.90	676.80
19900037	500.00	38.25	25.75	564.00
19910030	600.00	45.90	30.90	676.80
19910060	600.00	45.90	30.90	676.80
19910064	600.00	45.90	30.90	676.80
19930014	500.00	38.25	25.75	564.00
19930014	100.00	7.65	5.15	112.80
19930036	550.00	42.08	28.33	620.41
19930075	600.00	45.90	30.90	676.80
19930117	600.00	45.90	30.90	676.80
19950052	600.00	45.90	30.90	676.80
19950195	50.00	3.83	2.58	56.41
19960143	600.00	45.90	30.90	676.80
19960257	600.00	45.90	30.90	676.80
19980052	600.00	45.90	30.90	676.80
19980097	350.00	26.78	18.03	394.81
19980158	600.00	45.90	30.90	676.80
19990213	600.00	45.90	30.90	676.80
19990298	600.00	45.90	30.90	676.80
20000025	600.00	45.90	30.90	676.80
20000076	600.00	45.90	30.90	676.80
20000107	400.00	30.60	20.60	451.20
20000174	600.00	45.90	30.90	676.80
20010092	600.00	45.90	30.90	676.80
20010127	600.00	45.90	30.90	676.80
20010129	600.00	45.90	30.90	676.80
20020146	150.00	11.48	7.73	169.21
20020159	600.00	45.90	30.90	676.80
20030031	600.00	45.90	30.90	676.80
20030036	50.00	3.83	2.58	56.41
20030218	600.00	45.90	30.90	676.80
20040041	600.00	45.90	30.90	676.80
20040072	600.00	45.90	30.90	676.80
20040134	600.00	45.90	30.90	676.80
20040139	600.00	45.90	30.90	676.80
20040181	600.00	45.90	30.90	676.80
20050005	600.00	45.90	30.90	676.80
20050018	250.00	19.13	12.88	282.01
20050018	350.00	26.78	18.03	394.81
20050055	600.00	45.90	30.90	676.80
20050088	600.00	45.90	30.90	676.80
20050201	600.00	45.90	30.90	676.80
20050255	550.00	42.08	28.33	620.41
20050255	50.00	3.83	2.58	56.41
20060073	600.00	45.90	30.90	676.80
20060080	450.00	34.43	23.18	507.61

Wellness Surcharge Refunds Payable as of 12-14-22				
Employee Number	Refund	FICA	IMRF	Total
20060190	150.00	11.48	7.73	169.21
20060190	100.00	7.65	5.15	112.80
20070028	600.00	45.90	30.90	676.80
20070202	200.00	15.30	10.30	225.60
20080129	600.00	45.90	30.90	676.80
20100044	600.00	45.90	30.90	676.80
20100051	600.00	45.90	30.90	676.80
20100064	100.00	7.65	5.15	112.80
20100067	100.00	7.65	5.15	112.80
20100086	600.00	45.90	30.90	676.80
20110018	600.00	45.90	30.90	676.80
20110052	600.00	45.90	30.90	676.80
20110075	600.00	45.90	30.90	676.80
20110095	600.00	45.90	30.90	676.80
20120017	600.00	45.90	30.90	676.80
20120053	600.00	45.90	30.90	676.80
20120094	600.00	45.90	30.90	676.80
20120114	600.00	45.90	30.90	676.80
20120116	550.00	42.08	28.33	620.41
20130035	600.00	45.90	30.90	676.80
20130038	100.00	7.65	5.15	112.80
20130158	100.00	7.65	5.15	112.80
20140014	550.00	42.08	28.33	620.41
20140027	600.00	45.90	30.90	676.80
20140095	150.00	11.48	7.73	169.21
20140095	450.00	34.43	23.18	507.61
20140141	600.00	45.90	30.90	676.80
20150049	400.00	30.60	20.60	451.20
20150105	600.00	45.90	30.90	676.80
20150106	400.00	30.60	20.60	451.20
20150119	550.00	42.08	28.33	620.41
20150133	600.00	45.90	30.90	676.80
20160059	400.00	30.60	20.60	451.20
20160059	200.00	15.30	10.30	225.60
20160097	600.00	45.90	30.90	676.80
20160140	600.00	45.90	30.90	676.80
20160163	550.00	42.08	28.33	620.41
20160163	50.00	3.83	2.58	56.41
20170489	250.00	19.13	12.88	282.01
20170683	400.00	30.60	20.60	451.20
20170683	200.00	15.30	10.30	225.60
20170686	100.00	7.65	5.15	112.80
20170719	150.00	11.48	7.73	169.21
20170738	600.00	45.90	30.90	676.80
20180006	600.00	45.90	30.90	676.80
20180173	400.00	30.60	20.60	451.20
20180223	100.00	7.65	5.15	112.80

Wellness Surcharge Refunds Payable as of 12-14-22				
Employee Number	Refund	FICA	IMRF	Total
20180244	300.00	22.95	15.45	338.40
20180274	350.00	26.78	18.03	394.81
20180471	600.00	45.90	30.90	676.80
20180561	450.00	34.43	23.18	507.61
20180649	500.00	38.25	25.75	564.00
20190033	400.00	30.60	20.60	451.20
20190108	250.00	19.13	12.88	282.01
20190109	250.00	19.13	12.88	282.01
20190177	50.00	3.83	2.58	56.41
	47,150.00	3,607.10	2,428.35	53,185.45

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 23-07

AUTHORIZING FY2022 AND FY2023 BUDGET ADJUSTMENT FOR THE KANE COUNTY STATE’S ATTORNEY’S OFFICE

WHEREAS, pursuant to Section 3-9005 of the Illinois Counties Code, 55 ILCS 5/3-9005, the Kane County State's Attorney is the legal advisor and representative of the County and its elected and appointed officials; and

WHEREAS, Section 4-2003 of the Illinois Counties Code, 55 ILCS 5/4-2003, authorizes the Kane County State’s Attorney to appoint qualified attorneys to assist as Special Assistant State’s Attorneys; and

WHEREAS, the Kane County State’s Attorney has appointed the law firm of Laner Muchin Ltd. to represent the County of Kane and its elected and appointed officials, in connection with labor and employment matters, as assigned by the State’s Attorney or her designee; and

WHEREAS, the State’s Attorney has internal control over her office and has the sole authority to approve invoices for legal services performed by Special Assistant State’s Attorneys; and

WHEREAS, the County Board has previously appropriated funds to pay for legal services performed by Laner Muchin Ltd. to the Insurance Liability HR Contractual Services fund within the Human Resources Department’s budget; and

WHEREAS, in recognition of the State’s Attorney’s statutory authority, the County Board desires to consolidate all funds appropriated for legal services, including those funds previously appropriated to pay for services performed by the law firm of Laner Muchin Ltd., and to transfer all such appropriations to the State’s Attorney’s Office’s budget, specifically to Insurance Liability SAO Legal Services fund.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that all funds previously appropriated to pay for services performed by the law firm of Laner Muchin Ltd. be transferred to the State’s Attorney’s Office budget, and that the following corresponding budget adjustments be made for FY2022 and FY2023, respectively:

Fiscal Year 2022 Budget Adjustment		
010.120.130.50150	Insurance Liability HR: Contractual Services	(\$17,312)
010.300.320.50160	Insurance Liability SAO: Legal Services	\$17,312

Fiscal Year 2023 Budget Adjustment		
010.120.130.50150	Insurance Liability HR: Contractual Services	(\$185,000)
010.300.320.50160	Insurance Liability SAO: Legal Services	\$185,000

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing FY2022 and FY2023 Budget Adjustment for the Kane County Stat's Attorney's Office

Committee Flow:

Finance and Budget Committee, Executive Committee, County Board

Contact:

Erin Brady

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

This resolution authorizes the budget transfer of funds appropriated for payment of labor and employment legal services to Laner Muchin, Ltd., from the the Insurance Liability HR Contractual Services Fund within the Human Resource Department's budget to the State's Attorney's Office's Liability SAO Legal Services fund, in recognition of the State's Attorney's statutory authority to act as legal advisor of the County and its elected officials, and to appoint qualified attorneys to assist in those duties.

STATE OF ILLINOIS)
) SS.
 COUNTY OF KANE)

RESOLUTION NO. 23-08

AUTHORIZING THE TRANSFER OF THE KANE COUNTY OFFICE OF EMERGENCY MANAGEMENT FROM THE KANE COUNTY SHERIFF'S OFFICE BACK TO THE COUNTY

WHEREAS, on May 7, 2019 the Kane County Board authorized by resolution a merger of the Kane County Office of Emergency Management ("OEM") under the Kane County Sheriff's Office, transferring the budget for OEM to the Sheriff's Office Accounts; and

WHEREAS, it has been determined that the OEM should be transferred back to the County and that the OEM budget should be transferred from the Sheriff's Office (380) to OEM department (510);

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that Board hereby authorizes the transfer of the Kane County Office of Emergency Management ("OEM") back to the County as a department, and hereby approves the below FY2023 budget adjustment, and directs that all corresponding FY23 revenue and expense transactions applicable to Emergency Management be transferred from the Sheriff's Office accounts, to the OEM department accounts, as of the beginning of fiscal year 2023:

001.380.000.37130	Emergency Mgmt Reimbursement	(90,000.00)
001.380.510.40000	Salaries and Wages	(484,536.00)
001.380.510.40002	Non-Union Wage Increase	(14,580.00)
001.380.510.45000	Healthcare Contribution	(108,169.00)
001.380.510.45010	Dental Contribution	(1,946.00)
001.380.510.52150	Repairs and Maint- Comm Equip	(9,500.00)
001.380.510.52160	Repairs and Maint- Equipment	(3,925.00)
001.380.510.52230	Repairs and Maint- Vehicles	(12,090.00)
001.380.510.53100	Conferences and Meetings	(450.00)
001.380.510.53110	Employee Training	(5,785.00)
001.380.510.53130	General Association Dues	(450.00)
001.380.510.55000	Miscellaneous Contractual Exp	(8,660.00)
001.380.510.60000	Office Supplies	(7,925.00)
001.380.510.60010	Operating Supplies	(35,699.00)
001.380.510.60020	Computer Related Supplies	(11,150.00)
001.380.510.60210	Uniform Supplies	(17,910.00)
001.380.510.60590	Communication Equip - Non-Capital	(12,830.00)
247.380.000.38520	General Donations	(3,000.00)
247.380.000.38900	Miscellaneous Other	(200.00)
247.380.511.55000	Miscellaneous Contractual Exp	(2,200.00)
247.380.511.60010	Operating Supplies	(600.00)
247.380.511.89000	Net Income	(400.00)
248.380.000.38520	General Donations	(4,000.00)
248.380.512.55000	Miscellaneous Contractual Exp	(3,000.00)
248.380.512.60000	Office Supplies	(50.00)
248.380.512.60010	Operating Supplies	(475.00)
248.380.512.65000	Miscellaneous Supplies	(325.00)
248.380.512.89000	Net Income	(150.00)
001.510.000.37130	Emergency Mgmt Reimbursement	90,000.00

001.510.510.40000	Salaries and Wages	484,536.00
001.510.510.40002	Non-Union Wage Increase	14,580.00
001.510.510.45000	Healthcare Contribution	108,169.00
001.510.510.45010	Dental Contribution	1,946.00
001.510.510.52150	Repairs and Maint- Comm Equip	9,500.00
001.510.510.52160	Repairs and Maint- Equipment	3,925.00
001.510.510.52230	Repairs and Maint- Vehicles	12,090.00
001.510.510.53100	Conferences and Meetings	450.00
001.510.510.53110	Employee Training	5,785.00
001.510.510.53130	General Association Dues	450.00
001.510.510.55000	Miscellaneous Contractual Exp	8,660.00
001.510.510.60000	Office Supplies	7,925.00
001.510.510.60010	Operating Supplies	35,699.00
001.510.510.60020	Computer Related Supplies	11,150.00
001.510.510.60210	Uniform Supplies	17,910.00
001.510.510.60590	Communication Equip - Non-Capital	12,830.00
247.510.000.38520	General Donations	3,000.00
247.510.000.38900	Miscellaneous Other	200.00
247.510.511.55000	Miscellaneous Contractual Exp	2,200.00
247.510.511.60010	Operating Supplies	600.00
247.510.511.89000	Net Income	400.00
248.510.000.38520	General Donations	4,000.00
248.510.512.55000	Miscellaneous Contractual Exp	3,000.00
248.510.512.60000	Office Supplies	50.00
248.510.512.60010	Operating Supplies	475.00
248.510.512.65000	Miscellaneous Supplies	325.00
248.510.512.89000	Net Income	150.00

Line Item: Various - see above

Line Item Description: Various - see above

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes, in Dept 380

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes, however they need to be transferred to Department 510

If funds are not currently available in the specified line item, where are the funds available? In Dept 380

Passed by the Kane County Board on January 10, 2023.

 John A. Cunningham
 Clerk, County Board
 Kane County, Illinois
 Vote:

 Corinne M. Pierog MA, MBA
 Chairman, County Board
 Kane County, Illinois



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Authorizing the Transfer of the Kane County Office of Emergency Management from the Kane County Sheriff's Office Back to the County

Committee Flow: Judicial/Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Christie Duffy, 630.208.2001

Budget Information:

Was this item budgeted? No	Appropriation Amount:
If not budgeted, explain funding source: Sheriff Emergency Management Budget	

Summary:

This resolution authorizes the transfer of the Kane County Office of Emergency Management from under the Kane County Sheriff's Office, back to the County. The Corresponding FY23 budget adjustment will move the budget and corresponding transactions retro-active to the beginning of FY 2023.

-525	001.080.082.60090	Utilities- Sewer
-8,008	001.080.082.60160	Cleaning Supplies
-209	001.080.082.60210	Uniform Supplies
-57,907	001.080.082.63000	Utilities- Natural Gas
-141,288	001.080.082.63010	Utilities- Electric
-3,264	001.080.083.52000	Disposal and Water Softener srvs
-110,000	001.080.083.52010	Janitorial Services
-62,400	001.080.083.52020	Repairs and Maintenance- Roads
-34,320	001.080.083.52110	Repairs and Maint- Buildings
-3,088	001.080.083.52120	Repairs and Maint- Grounds
-11,440	001.080.083.52160	Repairs and Maint- Equipment
-27,456	001.080.083.52220	Equipment Lease
-5,610	001.080.083.60090	Utilities- Sewer
-54,288	001.080.083.60100	Utilities- Water
-5,148	001.080.083.60160	Cleaning Supplies
-25,334	001.080.083.63000	Utilities- Natural Gas
-213,532	001.080.083.63010	Utilities- Electric
-1,716	001.080.084.52000	Disposal and Water Softener Srvs
-27,500	001.080.084.52010	Janitorial Services
-13,520	001.080.084.52020	Repairs and Maintenance- Roads
-20,592	001.080.084.52110	Repairs and Maint- Buildings
-3,146	001.080.084.52120	Repairs and Maint- Grounds
-3,284	001.080.084.52160	Repairs and Maint- Equipment
-228	001.080.084.60010	Operating Supplies
-4,524	001.080.084.60090	Utilities- Sewer
-5,428	001.080.084.60100	Utilities- Water
-915	001.080.084.60160	Cleaning Supplies
-14,476	001.080.084.63000	Utilities- Natural Gas
-56,098	001.080.084.63010	Utilities- Electric
-38,753	001.080.085.40000	Salaries and Wages
-1,167	001.080.085.40002	Non-Union Wage Increase
-5,015	001.080.085.40200	Overtime Salaries
-11,053	001.080.085.45000	Healthcare Contribution
-333	001.080.085.45010	Dental Contribution
-6,864	001.080.085.52000	Disposal and Water Softener Srvs
-120,000	001.080.085.52010	Janitorial Services
-19,760	001.080.085.52020	Repairs and Maintenance-Roads
-40,040	001.080.085.52110	Repairs and Maint- Buildings
-7,741	001.080.085.52120	Repairs and Maint- Grounds
-10,296	001.080.085.52160	Repairs and Maint- Equipment
-572	001.080.085.60010	Operating Supplies
-7,395	001.080.085.60090	Utilities- Sewer
-7,990	001.080.085.60100	Utilities- Water
-4,004	001.080.085.60160	Cleaning Supplies
-52,478	001.080.085.63000	Utilities- Natural Gas

-	\$114,820	001.080.085.63010	Utilities- Electric
-	\$65,143	001.080.086.40000	Salaries and Wages
-	\$1,960	001.080.086.40002	Non-Union Wage Increase
-	\$8,024	001.080.086.40200	Overtime Salaries
-	\$18,032	001.080.086.45000	Healthcare Contribution
-	\$666	001.080.086.45010	Dental Contribution
-	\$22,800	001.080.086.52000	Disposal and Water Softener Srvs
-	\$110,000	001.080.086.52010	Janitorial Services
-	\$52,000	001.080.086.52020	Repairs and Maintenance- Roads
-	\$162,448	001.080.086.52110	Repairs and Maint- Buildings
-	\$14,414	001.080.086.52120	Repairs and Maint- Grounds
-	\$82,368	001.080.086.52160	Repairs and Maint- Equipment
-	\$6,864	001.080.086.52260	Grease Trap- Septic Services
-	\$343	001.080.086.60010	Operating Supplies
-	\$204,485	001.080.086.60090	Utilities- Sewer
-	\$139,900	001.080.086.60100	Utilities- Water
-	\$29,172	001.080.086.60160	Cleaning Supplies
-	\$3,432	001.080.086.60210	Uniform Supplies
-	\$79,984	001.080.086.63000	Utilities- Natural Gas
-	\$542,880	001.080.086.63010	Utilities- Electric
-	\$11,440	001.080.089.52000	Disposal and Water Softener Srvs
-	\$50,000	001.080.089.52010	Janitorial Services
-	\$72,000	001.080.089.52020	Repairs and Maintenance- Roads
-	\$49,500	001.080.089.52110	Repairs and Maint- Buildings
-	\$17,600	001.080.089.52120	Repairs and Maint- Grounds
-	\$44,000	001.080.089.52160	Repairs and Maint- Equipment
-	\$104,400	001.080.089.60090	Utilities- Sewer
-	\$107,880	001.080.089.60100	Utilities- Water
-	\$8,800	001.080.089.60160	Cleaning Supplies
-	\$90,480	001.080.089.63000	Utilities- Natural Gas
-	\$180,960	001.080.089.63010	Utilities- Electric
+	\$258,007	001.080.080.40000	Salaries and Wages
+	\$7,764	001.080.080.40002	Non-Union Wage Increase
+	\$20,892	001.080.080.40020	Overtime Salaries
+	\$124,963	001.080.080.45000	Healthcare Contribution
+	\$3,282	001.080.080.45010	Dental Contribution
+	\$61,422	001.080.080.52000	Disposal and Water Softener Srvs
+	\$831,100	001.080.080.52010	Janitorial Services
+	\$365,280	001.080.080.52020	Repairs and Maintenance- Roads
+	\$528,836	001.080.080.52110	Repairs and Maint- Buildings
+	\$108,108	001.080.080.52120	Repairs and Maint- Grounds
+	\$257,626	001.080.080.52160	Repairs and Maint- Equipment
+	\$27,456	001.080.080.52220	Equipment Lease
+	\$9,952	001.080.080.52260	Grease Trap-Septic Services
+	\$6,177	001.080.080.60010	Operating Supplies

+\$364,940 001.080.080.60090 Utilities- Sewer
+\$348,058 001.080.080.60100 Utilities- Water
+\$68,587 001.080.080.60160 Cleaning Supplies
+\$4,327 001.080.080.60210 Uniform Supplies
+\$441,902 001.080.080.63000 Utilities- Natural Gas
+\$1,872,498 001.080.080.63010 Utilities- Electric

Line Item/Line Item Description: Various see above
Was personnel/item/service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this personnel/item/service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

RESOLUTION/ORDINANCE EXECUTIVE SUMMARY



Resolution: No.

FY23 Budget Adjustment for Kane County Building Management Funds

Committee Flow: Administration Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Roger Fahnestock, 630.232.3571

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: N/A
If not budgeted, explain funding source: N/A	

Summary:

Resolution requests to amend and consolidate Kane County Building Management for FY2023 into a single fund for better fiscal oversight.

001.080.080 will be FY2023 General Ledger account

Accounts to be consolidated into 001.080.080

001.080.081	-\$1,794,270	
001.080.082	-\$ 479,344	
001.080.083	-\$ 555,880	
001.080.084	-\$ 151,427	
001.080.085	-\$ 448,281	
001.080.086	-\$1,544,915	
001.080.089	-\$ 737,060	
Total	+\$5,711,177	- See Resolution for breakdown by line item.

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Authorizing a 2023 Budget Adjustment and Addendum to Warranty, Support and Licensing Agreement with HART Intercivic for Voting System

Committee Flow: Public Service Committee, Finance & Budget Committee, Executive Committee, County Board

Contact: Celeste Weilandt, 630.232.5916

Budget Information:

Was this item budgeted? No	Appropriation Amount: Varies
If not budgeted, explain funding source: Contingency Acct	

Summary:

This resolution authorizes an addendum to the current addendum for warranty, support and licensing for said system for a period of three years starting December 2020 and ending November 2023, and authorizing a 4% increase for fiscal year 2023 (apart from any separate purchases of equipment and any appurtenant warranty, support, and licensing therefore).

WHEREAS, the Sourcewell contract number #011322 was awarded from March 3, 2022 through February 28, 2026 with the option to renew for an additional one (1) year periods through February 28, 2027; and

WHEREAS, Kane County has used the Sourcewell contracts in the past; and

WHEREAS, the purchase calls for the use of funds during multiple budget years; and

WHEREAS, Kane County acknowledges the necessity of the appropriation of such funds from multiple County funds and line items at a cost not to exceed \$700,000 per year.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board that the Information Technologies and Building Management Department is hereby authorized to expend a not to exceed seven hundred thousand dollars (\$700,000) per year utilizing the Sourcewell and Pitney Bowes cooperative to purchase postage metering equipment, products, and services including prepaid postage for the metered mail and a Prepaid Reserve Account through Pitney Bowes contract #011322 through February 28, 2026 from various line items as needed for departments and offices; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Kane County Board that the Kane County Board Chairman and the Information Technologies and Building Management Department are authorized to purchase and enter into joint purchasing agreement #011322 with Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 (Supplier) for the purchase of postage metering equipment, products, and services including prepaid postage for the metered mail and a Prepaid Reserve Account through Pitney Bowes.

Line Item: Various Line Items for Postage and Mailing

Line Item Description: YES

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? YES

Are funds currently available for this Personnel/Item/Service in the specific line item? YES

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution:

Authorizing an Agreement with Sourcewell and Pitney Bowes for Postage Meter Equipment, Products, Services, and Prepaid Postage

Committee Flow: Finance and Budget Committee, Executive Committee, County Board

Contact: Roger Fahnestock, 630.444.1003

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$700,000
If not budgeted, explain funding source: N/A	

Summary:

The Building Management Department is responsible for maintaining the county mailroom and postage metering. The postage metering equipment, products, and services including postage for the metered mail is a budgeted expense across various offices and departments. The Building Management Department maintains the metered mail equipment and prepays for postage. This Pitney Bowes agreement is available as a Joint Purchasing Agreement through Sourcewell, Contract #011322 and the resolution authorizes the County Board Chairman to enter an agreement with Pitney Bowes in an amount not to exceed \$700,000 in a fiscal year beginning December 1, 2022 and ending February 28, 2026.



Solicitation Number: RFP #011322

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Mailing and Postage Equipment and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 28, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract. In addition, any lease entered into by Supplier or Supplier's subsidiary and a Participating Entity under this Contract will continue for the applicable lease term identified in the lease agreement, subject to the terms and conditions of the applicable lease.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which may be negotiated directly between the Participating Entity and the Supplier. Supplier may require the use of Supplier's applicable standard transaction documents, such as lease, rental, subscription, license, and service level agreements. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased, provided that such termination will be effective as of the last day of the fiscal period for which funds have been appropriated. All charges and obligations under an applicable Lease incurred through the end of the fiscal period for which funds have been appropriated will remain due and owing, including the return of the Equipment at the Participating Entity's expense; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited

assignment will be invalid. Sourcewell acknowledges that Supplier will provide leasing through Supplier's subsidiary identified in the Proposal and consents to such leasing transactions.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission, or willful misconduct, in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Neither party will be liable to the other for incidental or consequential damages under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices

prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Except for payments of sums due, neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, products-completed operations including construction defect, contractual liability, blanket

contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per claim

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcwell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcwell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcwell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-

federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).
Intentionally Omitted.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally Omitted.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Supplier agrees to assess Buy American Act compliance on an individual transaction basis if applicable and advise the Participating Entity of the outcome of such assessment prior to entering into the transaction.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the

value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Pitney Bowes Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
Bill Walter
894E820D7C7B421...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
3/3/2022 | 10:56 AM CST
Date: _____

By: _____
Bill Walter
Title: Vice President Government and GPO
3/3/2022 | 7:50 AM PST
Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
3/3/2022 | 10:59 AM CST
Date: _____

RFP 011322 - Mailing and Postage Equipment and Technology

Vendor Details

Company Name: Pitney Bowes Inc.
3001 Summer Street
Address: Stamford, CT 06926
Contact: Bill Walter
Email: bill.walter@pb.com
Phone: 480-206-2984
HST#: 06-0495050

Submission Details

Created On: Friday November 19, 2021 05:45:47
Submitted On: Wednesday January 12, 2022 14:20:26
Submitted By: Lisa Hunt
Email: lisa.hunt@pb.com
Transaction #: 243fb52d-36f6-4f4a-8cbc-86766de30716
Submitter's IP Address: 165.225.38.20

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Pitney Bowes Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Pitney Bowes Global Financial Services LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or DUNS number:	00-116-1793
5	Proposer Physical Address:	3001 Summer Street, Stamford, CT 06926
6	Proposer website address (or addresses):	www.pitneybowes.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Bill Walter Title: Vice President, Government and GPO E-mail: bill.walter@pb.com Phone: 480-206-2984
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Bill Walter Title: Vice President, Government and GPO E-mail: bill.walter@pb.com Phone: 480-206-2984
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Amy Hare Title: Director, Government and Expedited Delivery Contracts E-mail: amy.hare@pb.com Phone: 203-360-2253

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Pitney Bowes Inc. was incorporated in the state of Delaware in 1920. As a US company, we are an industry leader offering innovative products and solutions that enable commerce in the areas of customer information management, customer engagement, shipping and mailing, and global ecommerce. We provide products, services, and support to hundreds of thousands of clients. Approximately 100,000 of the 900,000 meters we have installed in the US are with government clients, spanning all 50 states nationwide. We provide our services to many cooperative organizations via master agreements.</p> <p>Our approach is to understand customer challenges and craft sending technology solutions that are individually designed. For us, getting it right matters. With a steady focus on the future of sending, Pitney Bowes continues to innovate every day. From the first postage meters to today's software and services, we've crafted a range of sending technology solutions that remove complexity and drive meaningful impact for your business. From the simplest postage meter to the most complex enterprise-wide process management solution, we support entities of all makeups and sizes. Being the pioneer of the postage meter, Pitney Bowes has dedicated the last century to advancing the technologies and solutions which enhance and improve business markets' commerce needs, leading to billions of transactions each year. Over the last 101 years we've helped clients nationwide, which include 90 percent of the Fortune 500 companies, to simplify their operations with accuracy and precision delivered by our innovative solutions and services. We help organizations of all sizes meet their immediate sending needs and stay ahead of the curve in the fast-changing world of modern commerce. Our clients range from small offices or agencies with a handful of employees (e.g. small towns, local libraries, etc.) to medium sized organizations that are the pulse of a community (i.e. county offices, school districts, etc.) to large multi-location organizations (i.e. state agencies, large counties, etc.).</p> <p>We are building a foundation to give Pitney Bowes the opportunity for long-term success. Today, we are a streamlined global technology company focused on shipping, mailing and related financial services that operates in markets where we have true competitive advantage.</p>	*
11	What are your company's expectations in the event of an award?	Pitney Bowes looks forward to being of continued service and a true business partner to Sourcwell members. Sharing industry knowledge, best practices and workflows that benefit and strengthen the members is the overarching goal of Pitney Bowes.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see our financials at the following link: https://www.investorrelations.pitneybowes.com/investor-overview?c=83377&p=irol-irhome We have also attached a copy of our 10K as Attachment 15	*
13	What is your US market share for the solutions that you are proposing?	Pitney Bowes Inc. has approximately 70% of the market share Nationwide.	*
14	What is your Canadian market share for the solutions that you are proposing?	N/A	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) While Pitney Bowes is headquartered in Stamford CT, we provide support for our clients throughout the entire United States. Warehouses and Call Centers are strategically located to provide coverage for our clients from 7:00am to 6:00pm in all time zones, Monday-Friday. Our online services are available 24/7. Additionally, our workforce is strategically based in order to provide continuous support at client locations across the county. We take pride in being able to provide optimized account coverage that includes integrated sales, services, and support structure to deliver a world class experience. In addition, we have an executive sponsor driving client initiatives through all of Pitney Bowes internal business units. This includes:</p> <ul style="list-style-type: none"> • Geographic sales coverage with dedicated North American resources to deliver an exceptional client experience, including billing and services. • Dedicated Client Relationship Managers • Single point of contact to coordinate and oversee dedicated client operations and client services • Escalation points of contact for case management, billing, and technical support. • Client centric adoption of Pitney Bowes solutions through onboarding support. <p>Pitney Bowes entered its second century celebrating our strong tradition of dedication to clients and our continuing commitment to deliver everything from product design to manufacturing, sales, support, and external partnerships to satisfy our clients' business needs.</p> <p>Pitney Bowes has been recognized by J.D. Power for providing "An Outstanding Customer Service Experience" for its Technology Service & Support Program. Pitney Bowes' Authorized Dealers are certified by Pitney Bowes to sell, service and support Pitney Bowes solutions. This certification process is the same certification process that Pitney Bowes sales representative and technicians must complete. In regards to Service, should escalation be required, Pitney Bowes Authorized Dealers have direct access to Level 2 Technicians in the Pitney Bowes Technical Escalations Center. If additional infield support is required, Pitney Bowes Authorized Dealers have access to Pitney Bowes Area Technical Specialists. All Dealer escalations for clients are managed through cases established internally in our CRM tool for visibility and reporting. Our sales, both external field sales and our internal field sales organization, are employees of Pitney Bowes. Our technicians are also employees of Pitney Bowes. Dealer sales and service personnel are third party employees held to the same high standards and adherence to the terms of this RFP and subject to the terms of the resulting contract as Pitney Bowes direct employees.</p>
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Pitney Bowes is operating in good standing and has obtained, and, if awarded, will continue to maintain during the entire term of this Contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this Contract. Pitney Bowes further agrees that, if awarded, we will comply with all applicable state, federal, and local laws, rules, and regulations in regard to awarded products and/or services.</p>
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>There have been no Suspensions or Debarments within the last 10 years.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please see our Attachment 1 Pitney Bowes Offer Letter attached for an outline of our awards and recognition.
20	What percentage of your sales are to the governmental sector in the past three years	Pitney Bowes' government sector makes up 35+% of our overall sales in the past three years.
21	What percentage of your sales are to the education sector in the past three years	We estimate that 10-12% of total SendTech sales are to the education sector over the last three years.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Pitney Bowes considers this type of information confidential and proprietary as we have executed many NDAs with our clients. In addition, we have executed contracts with several Group Purchasing Organizations in which we have agreed to confidentiality terms within the contract as well.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Pitney Bowes holds the following Contracts:</p> <ul style="list-style-type: none"> • MAS Schedule# 47QSMA21D08R3 • GS-25F-0010M <p>Although Pitney Bowes does not share our contract sales and reporting with other entities, we must adhere to the Federal Acquisition Regulation listed below.</p> <p>I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002) (a) A contract will not be awarded unless anticipated sales are expected to exceed \$25,000 within the first 24 months following contract award, and are expected to exceed \$25,000 in sales each 12-month period thereafter. (b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.</p>

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
University of Oklahoma - Central Mail	Andy Wright	Phone: 405-325-6600 Email: andywright@ou.edu
State of Maryland	Mike Meyers	(410) 207-4784
State of Arkansas Disability Determination Services	Jeff Stearns	(501) 6827627

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
N/A	Government	California - CA	Mailing/Shipping/Mail handling Products and Services	\$1000.00 - \$250,000.00	\$12,649,067.00
N/A	Government	Texas - TX	Mailing/Shipping/Mail handling Products and Services	\$1,000.00 - \$150,000.00	\$14,591,114.00
N/A	Government	New York - NY	Mailing/Shipping/Mail handling Products and Services	\$1000.00 - \$200,000.00	\$11,143,861.00
N/A	Government	Illinois - IL	Mailing/Shipping/Mail handling Products and Services	\$1000.00 - \$250,000.00	\$6,267,159.00
N/A	Government	Florida - FL	Mailing/Shipping/Mail handling Products and Services	\$1000.00 - \$75,000.00	\$6,516,754.00

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Pitney Bowes has 152 full time field sales force employees. The sales force handles dedicated account portfolios for their respective accounts, Review client requirements, analysis, discuss needs with clients, provide quotations and all other aspects of the pre-sales, implementation, and post-sales process. In addition to our field sales force, we have 12 inside sales force employees. Our inside sales force provides similar functions as our Direct Field Sales force but from our Shelton office. Members of this team do not have a dedicated account portfolio.
27	Dealer network or other distribution methods.	We have 29 dealers that are trained and authorized to sell and service our Pitney Bowes products. The territories that they handle are outlined in our Authorized Dealer/Partner listing that is attached to our bid response.
28	Service force.	Pitney Bowes has 427 field service technicians nationwide. These service techs are responsible for set- up, installation, training, break-fix repair and preventative maintenance on a national level.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders are place through our sales representatives, whether they are field representatives, inside sales representatives or dealer representatives. All pricing and paperwork are generated by our centralized online quoting system to ensure contract price and paperwork compliance with the contract. Client either generates an appropriate purchase order or signs the lease/sales paperwork. Once an executed agreement is obtained, the sales representative uses the same system to place the order ensuring fulfillment accuracy and timeliness.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Pitney Bowes has several ways in which you can obtain support. You can click on the link: https://www.pitneybowes.com/us/support.html . You can call us at the information below. In addition, our Technical Support services are outlined in our technical support document which is attached to our response as Attachment 12. We provide support for our clients throughout the entire United States. Warehouses and Call Centers are strategically located to provide coverage for our clients from 7:00am to 6:00pm in all time zones, Monday-Friday. Our online services are available 24/7. Telephone # for Support is 1.844.256.6444. Please see our Call Center Support Services that is included as Attachment 13.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We will provide products and services to all participating entities nationwide in all 50 states.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	N/A - Pitney Bowes will not be providing our products and services to Canada under the Sourcewell Contract.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will service all geographic areas in the United States but we will not be servicing Canada under this contract.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will fully service all participating entity sectors nationwide to all 50 states.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	US territories are not included under this contract. Pitney Bowes does not have any requirements or restrictions on Alaska or Hawaii.

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	See our Marketing Plan attached to this proposal as attachment 10
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	See our Marketing Plan attached to this proposal as attachment 10
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell has been an invaluable partner to Pitney Bowes for many years. By educating the members and prospects on the many benefits of cooperative procurement, Sourcewell had broadened and enhanced acceptance and adoption of all the contracts under its' umbrella. Pitney Bowes consistently talks to members and prospects about the value of our Sourcewell contract not only as price point but as for true cooperative procurement and the efficiency and process improvements that can bring. Please see attached Marketing Plan for further information.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the configurable nature of our products and services, Pitney Bowes does not offer an E-Procurement punch-out process at this time.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Pitney Bowes offers complete training for every product and service we sell. Basic installation and training is included with every quote. Members will be fully up and running and trained on their new solution. We have found this leads to increased adoption of the solution throughout the entity along with increased member satisfaction. Additional or advance operator training is available and listed within the contract price book as well as unique configuration services any member may need.
41	Describe any technological advances that your proposed products or services offer.	Please see Attachment 1 -Pitney Bowes Offer Letter. We have attached an abundance of information regarding the products that we are offering under our proposal.

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>We consider the actual and potential impacts of our operations on the environment, with particular focus on climate-related risks and sustainability. We are mindful of these factors in how we develop, modify, and delivery our products and services. To provide a discipline and consistency to these practices across the organization we use a cross-functional environmental sustainability committee. This committee focuses on sharing industry best practices, serves as a forum to share information and ideas throughout the company, and reviews company strategy, products, and operations through the lens of environment sustainability.</p> <p>For additional information, please see our Corporate Responsibility Document at this link: https://www.pitneybowes.com/content/dam/pitneybowes/us/en/our-company/corporate-responsibility/reports/2020/corporate_responsibility_report_2020_web.pdf</p> <p>Pitney Bowes hold the following certifications and recognitions:</p> <ul style="list-style-type: none"> • Current ISO14001 Certification • Green Power Program. In 2019, Pitney Bowes was listed by the U.S. Environmental Protection Agency as one of the "Green Power Partnership Top 30" in Tech & Telecom, which places it among the 30 largest U.S. green power users in that category. • Pitney Bowes is recognized with the 2020 Climate Leadership Award for Excellence in Greenhouse Gas Management from the U.S. Environmental Protection Agency and the Center for Climate Solutions, in recognition of its consistent success in improving energy efficiency and reducing our environmental footprint. <p>In addition, Pitney Bowes has achieved numerous other environmental targets including:</p> <ul style="list-style-type: none"> • Reducing energy consumption. In 2019, Pitney Bowes achieved its 2020 carbon emissions target a full year ahead of schedule, and electricity consumption was down by approximately 34.7 million kilowatt hours from its 2007 baseline, saving \$5.03 million and reducing our carbon footprint by 16,810 metric tons of CO₂. • Fleet efficiency and sustainability initiatives. Transportation and logistics are vital components of Pitney Bowes Commerce Services business, with a fleet encompassing more than 400 power vehicles, vans, straight trucks and tractors. As an EPA SmartWay Partner, the company has steadily improved the environmental performance of both its vehicles and its transportation network through a combination of hardware and software solutions, enabling its vehicles to avoid 300,000 miles of driving and save more than 30,000 gallons of fuel in 2019. • Green remanufacturing. Pitney Bowes has a long legacy of product remanufacturing and recycling. It has established centers throughout the United States, Canada and Europe where clients return products for subsequent remanufacture, reuse of parts, or recycling. In 2019, equipment remanufactures diverted more than 498,000 pounds of waste from recycling to reuse. In total, Pitney Bowes' remanufacturing process has kept more than 3.6 million pounds of products out of waste streams in the past eight years. • Flexible work arrangements help lower our carbon footprint. Well before the COVID-19 pandemic transformed workplaces around the world, Pitney Bowes encouraged agile work as a means of saving time and reducing energy consumption, resulting in more than 14,000 fewer miles per employee not driven.
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43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>PRESS RELEASE: Pitney Bowes Recognized with 2021 Climate Leadership Award STAMFORD, Conn., October 14th, 2021 - Pitney Bowes (NYSE:PBI), a global shipping and mailing company that provides technology, logistics, and financial services, today announced it is being recognized with the 2021 Climate Leadership Award for Excellence in Greenhouse Gas Management for the second consecutive year. Pitney Bowes will be recognized for its ongoing efforts and commitment to reducing its environmental footprint in a ceremony that will take place virtually this evening during the Climate Leadership Awards.</p> <p>The Climate Leadership Awards take place during the Climate Leadership Conference, which brings together forward-thinking leaders from business, government, academia, and the non-profit community to address climate change through policy, innovation, and business solutions. Awardees are honored for exemplary corporate, organizational, and individual leadership in reducing carbon pollution and addressing climate change in their operations and strategies.</p> <p>"Taking action on climate change is more important than it's ever been. We are inspired and honored to be in the company of so many outstanding U.S. organizations being recognized by The Center for Climate Solutions and The Climate Registry," said Daniel Goldstein, Executive Vice President, Chief Legal Officer and Corporate Secretary at Pitney Bowes. "As we transform our business model and objectives, we do so along with a long-term vision of achieving carbon neutrality. To meet our objectives of both growth and environmental sustainability, we have a consistent focus on making our operations more efficient and using green technologies."</p> <p>Pitney Bowes is being recognized for Excellence in Greenhouse Gas Management (Goal Achievement Award) for the following:</p> <ul style="list-style-type: none"> • Reducing global emissions nearly 13% from 2015 to 2020, exceeding goal of 8%. • Developing and implementing sustainability initiatives in transportation and logistics, including by phasing in fuel-efficient vehicles for the North America Service Fleet, installing EV charging stations at Pitney Bowes's largest office building, and making hardware and software improvements for commercial vehicles to reduce emissions. • Reducing electricity consumption through site consolidations, efficiency upgrades, energy audits, and employee trainings. Since 2007, electricity consumption has decreased by approximately 35 million kilowatt hours, saving \$5.03 million and reducing 16,810 metric tons of carbon dioxide. • Implementing "Green Energy" in place of fossil fuel-based energy at operating facilities when possible. Since 2009, Pitney Bowes has also purchased renewable energy credits to support 193,754,000 kWh of green power projects. • Implementing programs to reduce waste and promote remanufacturing and recycling. The company avoided 3,636 metric tons of carbon dioxide equivalent through their waste reduction campaign in 2019 alone, and in the past 8 years has kept 3.6 million pounds of products out of the waste stream through remanufacturing. <p>"Congratulations to the 2021 Climate Leadership Award winner Pitney Bowes for their stand-out achievements," said Amy Holm, Executive Director of The Climate Registry. "At a time when the world urgently needs more climate action and ambition, these organizations and individuals demonstrate what is possible."</p> <p>"Being a climate leader and advocate for ambitious action means taking the steps today that set up opportunity for the future," said Nathaniel Keohane, President of the Center for Climate and Energy Solutions (C2ES). "The Climate Leadership Awards recognizes only those that aim high and have plans in place to achieve their goals. Pitney Bowes has shown exactly that kind of foresight and set an example among its peers."</p> <p>Pitney Bowes has committed to achieve carbon neutrality by 2040 through continued investment in more efficient facilities and green technologies to support our operations. To learn more about Pitney Bowes commitment to sustainability, visit the 2020 Corporate Responsibility Report located at the link below: https://www.pitneybowes.com/content/dam/pitneybowes/us/en/our-company/corporate-responsibility/reports/2020/corporate_responsibility_report_2020_web.pdf</p>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes	In April of last year our company entered our second century during a global pandemic. There was a certain symmetry to how we entered our second century, since Pitney Bowes began a hundred years ago as the last

your proposed solutions unique in your industry as it applies to Sourcewell participating entities?

major pandemic was ending. On top of the global pandemic, 2020 was a year of tremendous social disruption. With all these disruptions came opportunities. Opportunities from a business perspective and importantly opportunities to demonstrate our commitments to our values of doing the right thing the right way and ultimately opportunities to demonstrate our character.

Successful companies that create long term value effectively answer four questions: First, why do employees work for you; second, why do customers buy from you; third, why do communities allow you license to operate within their locales; and finally, why do investors give you the capital to run your business.

Limit focus on one of these priorities to favor another and any advantage you create will be ephemeral.

It has always been important to focus on the health and well-being of your employees. In 2020, it was literally life or death. As Pitney Bowes was deemed an essential business many, actually most, of our workers showed up at our distribution and sortation centers as they did before, but with new protocols. Masks, social distancing, temperature checks and a variety of other changes were made to ensure our team was safe. As has been the case for a hundred years, our team came through with flying colors demonstrating their resilience and dedication which has sustained

Pitney Bowes.

2020 was also a year which called into question a company's cultural commitment to equality for all. At Pitney Bowes this is nothing new. Doing the right thing the right way is grounded in creating a workplace that works for all. Consequently, diversity and inclusion are not new topics to us. They are topics that we have been living for 100 years. And our commitment to diversity and inclusion continues to be recognized. In 2020, Pitney Bowes was recognized by Forbes Magazine for the second consecutive year as a great company for diverse employees to work and we were also recognized for our commitment to Women and the LGBTQ+ community. All that said, we need to, and we will continue to up our game, particularly in the area of inclusion.

Pitney Bowes was deemed an essential company because of the unique role we play in commerce, specifically the movement of mail and parcels. With the huge influx of volume of parcels, 2020 was a challenging year, but we did our level best to help as many clients as we could. Also, because of hardship from the pandemic, we worked with our clients as best we could to help with momentary economic difficulties. Again, Pitney Bowes can't alleviate all hardship caused by the pandemic, but we did what we could.

Our commitment to responsible citizenship is making a difference in communities where we operate around the world. This past year we helped meet urgent needs through direct charitable contributions, partnerships with local and national nonprofit organizations, grants from the Pitney Bowes Foundation, volunteerism, and advocacy on key issues made more acute by public health challenges. We also continued our longstanding work to combat social inequities by closing education gaps, supporting initiatives around early childhood education, literacy, STEM, summer learning and workforce preparedness programs with a particular focus on the needs of students in underserved communities. In 2020, we also continued our aggressive search for better ways to minimize our environmental footprint and model best practices for others. After achieving our five-year target for carbon emission reduction, a year early, we immediately set a more aggressive goal for the next five. Our 2020 recognition by "The Climate Leadership Awards" for excellence in greenhouse gas management served as a further impetus to do even more and we are. We have committed to achieve carbon neutrality by 2040 through continued investment in more efficient facilities and green technologies to support our operations. In terms of products, We have an abundance of products in which

		we continue to innovate. Our Mailing and Shipping systems are IBI compliant as the new USPS mandates go into effect, further, we have built up our smart locker and integrated tracking software offerings as more and more contactless options become necessary in the world today.
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Yes. All of our terms and conditions that are uploaded contain a section on our Warranty. We have attached our sales and internet terms under Warranty. The Warranty is explained in Section 1.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. "Excluded Circumstance" is a circumstance outside of PBI's control, including an accident, your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond our control, servicing of the equipment by someone other than us, failure to use required software updates, use of the equipment with any system where we have told you that we will no longer provide support or that we have advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images. (e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with or within the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Pitney Bowes can provide a certified technician to perform warranty repairs nation wide within all 50 states as applicable. We do not provide service in Canada.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes our 12 month warranty service applies to all products offered under our proposal. All service will be performed by Pitney Bowes authorized service technicians.
51	What are your proposed exchange and return programs and policies?	Please see Attachment 1 - Pitney Bowes Offer Letter attached which contains our Customer Satisfaction Guarantee and Attachment 9 - Pitney Bowes Return Policy.
52	Describe any service contract options for the items included in your proposal.	Please see Attachment 12 - Technical Support Overview Document attached to our response.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	Please see our Attachment 1 Pitney Bowes Offer Letter that included our Customer Satisfaction Guarantee.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Please see Attachment 12 - Technical Service Overview document

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Net 30. Credit Card, Cash, Check, ACH
56	Describe any leasing or financing options available for use by educational or governmental entities.	Pitney Bowes Global Financial Service LLC is pleased to offer three different leasing programs, FMV Lease options, LTOP Lease option and our Operating Lease option. All of these options provide for varying durations from 24 to 60 month lease terms to fit the individual needs of the entity.
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	See our attached sample lease and purchase agreements as well as Attachment 2 - State and Local FMV lease terms, Attachment 3 - State and Local LTOP lease terms, Attachment 4 - State and Local Operating lease terms, and Attachment 8 - Send-Tech US Sales-Lease Internet Terms.
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, for all items except for payment of actual postage. No additional cost is incurred by participating entities.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Line Item Discounts - MSRP less a percentage discount. See our price list uploaded to the price section of the proposal.
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pitney Bowes is offering discounts ranging from 0 % to 36%.
61	Describe any quantity or volume discounts or rebate programs that you offer.	N/A
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Pitney Bowes is proud to have our entire product line included in our pricelist.
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	N/A
64	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All freight and shipping is included in any purchase or lease quotes given to a member.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska and Hawaii receive the same pricing as the other states. We are not including Canada in our response.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	This is a very broad statement, Pitney Bowes has contracts with many GPOs, Cooperative Procurement Organizations and State Purchasing Departments. Some that are priced higher than what we offer under Sourcwell and some that are priced the same as the pricing we offer under Sourcwell.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	At Pitney Bowes contract compliance is of supreme importance. Access to Sourcewell pricing is integrated into our electronic online pricing tool which is available to all sellers regardless of channel. This tool ensures compliance to contracted pricing and is not alterable by the sales representative. Client accounts also have a visual identifier in our system that further alerts the representative. Clients are verified against the online Member Lookup portal on the Sourcewell site before pricing is quoted. Our quarterly usage reports draw sales directly from the system and are verified. As has been demonstrated over the last five years of the current contract, only very rarely is there an error which is quickly remedied.
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One internal metric and probably the most important will be the client satisfaction scores received from our Sourcewell clients. Members deserve and expect superior customer service and satisfaction, especially from the pre-eminent industry leader. It is not just about growing GPO or supplier revenue but truly satisfying the wants, needs and desires of the members. The NAST and other scores allow us to constantly improve our service to clients. When those clients are very satisfied, the quarterly usage reports will be reflective of that as does our most Q4 2021 usage report which reflect and all-time high in contract revenue reported.
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Pitney Bowes is pleased to offer a 1% administration fee to Sourcewell under this contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Please see the attached Attachment 1 - Pitney Bowes Offer letter for a more in depth description due to space limitations in this section. Pitney Bowes is offering our broad breadth of solutions and products that span the complete needs of the members. From mailing solutions to shipping/receiving solutions, parcel lockers, inserting systems, analytics and much more, solutions we assist members with improve wide ranging processes and workflows.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Postage meters, Mailing Systems, Postal Scales, Letter Openers, Folders, Inserters, Addressing Systems, Parcel Lockers, Sending/Receiving solutions and software, Analytics solutions, Mailing System Furniture.

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments	
73	Solutions for the receiving, handling, preparation, packaging, tracking, and shipping of mail and parcels, including equipment, technology, hardware, software, supplies, and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Pitney Bowes is offering our full product line in these categories	*
74	Purpose-built mailroom furniture, furnishings, security or storage systems, and equipment, with related supplies and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Pitney Bowes offers purpose-built furniture and storage systems for use with our equipment.	*
75	Postage systems of all types and postal cost-optimization solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Pitney Bowes is offering our full product line in these categories	
76	Services related to the offering of the solutions described in Sections 1. a. - c. above, including installation, maintenance, repair, training, integration, support, and customization	<input checked="" type="radio"/> Yes <input type="radio"/> No	Pitney Bowes is offering all Services related to the solutions described in section one a-c.	*

Table 15: Industry Specific Questions

Line Item	Question	Response	
77	Describe the ability to integrate the solutions you offer with other mailroom technologies, if any.	Pitney Bowes numerous avenues and mean to integrate to other technologies. From the most basic file transfer in .xls to much more robust API's we offer both the opportunities and trained IT personnel to meet the needs of members. Our recent acquisition of CrescoData provides integration to over 85 commerce channels through a single API, and enables mapping and automating of product, stock and order data between platforms. Whether the information transfer is simple or complex for our Enterprise Shipping and Locker solutions, Pitney Bowes is able to help our clients.	*
78	Describe your ability to customize your proposed solutions to unique customer requirements.	Pitney Bowes has thousands of SKUs which allows us to configure a solution that is tailored to the clients needs. From small non-profit office to city government to the largest education or state enterprise shipping application a solution can be configured to meet the need. Not only numerous options within a subcategory can be configured but as we are offering the breadth of our products on this contract, solutions from multiple categories can be configured to meet the various process and workflow improvement needs within a member entity.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure our submission document(s) conforms to the following :

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document s are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document s cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one 1 document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one 1 document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Attachment 14 - Sourcewell Price Book January 2022.pdf - Wednesday January 12, 2022 07:57:00
- [Financial Strength and Stability](#) - Attachment 15 - Pitney Bowes Inc - 2020 Form 10-K.pdf - Wednesday January 12, 2022 08:05:58
- [Marketing Plan/Samples](#) - Attachment 10 - Pitney Bowes Marketing Plan - Sourcewell.pdf - Wednesday January 12, 2022 08:32:40

WMBE/MBE/SBE or Related Certificates optional

- [Warranty Information](#) - Attachment 8 - SendTech US Sales-Lease Internet Terms-OCTOBER 2021.pdf - Wednesday January 12, 2022 08:25:07
- [Standard Transaction Document Samples](#) - Standard Transaction Documents - Samples.zip - Wednesday January 12, 2022 10:09:33
- [Upload Additional Document](#) - Pitney Bowes Offer Letter and Attachments.zip - Wednesday January 12, 2022 11:31:23

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Bill Walter, Vice President, Government and GPOs, Pitney Bowes Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Mailing_Postage_Eqpt_Tech_RFP_011322 Wed January 5 2022 04:31 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Mailing_Postage_Eqpt_Tech_RFP_011322 Tue January 4 2022 09:16 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Mailing_Postage_Eqpt_Tech_RFP_011322 Mon January 3 2022 03:01 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Mailing_Postage_Eqpt_Tech_RFP_011322 Thu December 2 2021 02:57 PM	<input checked="" type="checkbox"/>	1



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Contract Extension for Aerial Orthoimagery

Committee Flow:

Administration Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

630-444-1026 Thomas S. Nicoski

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$94,800.00
If not budgeted, explain funding source: N/A	

Summary:

Resolution requests a contract extension with Kucera International Inc for the acquisition of 2023 Aerials in an amount not to exceed Ninety-Four Thousand Eight Hundred Dollars and Zero Cents (\$94,800.00).

A one-year contract was awarded to Kucera International Inc. (RES#21-09) with mutual option to extend for additional three (3) one (1) year renewals.

This resolution is seeking approval of an additional, optional one (1) year renewal for this contract.

This is the first of optional renewals



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

Authorizing the Extension for 2022-2023 Mill Creek SSA Parkway Tree & Stump Removal Services

Committee Flow: Administration Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Roger Fahnestock, 630.232.3571

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$60,000
If not budgeted, explain funding source: N/A	

Summary:

Resolution requests to renew the current contract agreement for Mill Creek SSA Parkway Tree & Stump Removal Services through HGTS Inc for 2023.

No General Kane County funds will be used for the contract. Parkway tree & stump removal services will be paid from the Special Service Area Fund 520.690.730.52120 (Grounds Repair & Maintenance) for the MCSSA.



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Authorizing a Lease for Dark Fiber with Metronet

Committee Flow: Administration Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Charles Lasky, 630.444.3080

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$25,200
If not budgeted, explain funding source: N/A	

Summary:

The Kane County Information Technologies Department maintains the fiber infrastructure for various government offices and is responsible for providing reliable services county staff, offices and departments with the goal of providing services to Kane County residents. To maximize reliability, Information Technologies will lease fiber optic strands that are in the best interest for county needs. This lease will provide an additional four strands of dark fiber during a three year term and will include the option of two additional three year renewals.

EXHIBIT A – 2
FIBER ROUTE AND LESSEE FIBERS

Date. December 6, 2022

LESSEE: Kane County, Illinois

LESSOR: Metro Fibernet, LLC

The Fiber Route(s). The “**Fiber Routes**” include and are limited to the route from the Location A below to the end point of the “Fiber Route” located at Location Z below.

The LESSEE Fibers. The LESSEE Fibers means four (4) strands of dark fiber between Location A and the Location Z in a continuous path along the Fiber Route.

<u>Location A</u>
Location at GPS coordinates 41.866256, -88.306693

<u>Location Z</u>
Location at GPS coordinates 41.886892, -88.3092104

The above strands of dark fiber will be specifically identified by LESSOR. LESSOR will use reasonable efforts to ensure the fiber assignment will be consecutive in count.

LESSEE agrees to provide LESSOR or cause to be provided to LESSOR, at the LESSEE’s or its end user’s sole cost and expense: (i) 24 hour/7 day per week access to LESSEE’s or its end user’s/customer’s property (each a “Location”) necessary for LESSOR to fulfill its obligations hereunder; (ii) any easement and building entrance rights necessary to reach the fiber patch panel inside each LESSEE’s or its end user’s/customer’s Location from the public right of way/easement; (iii) suitable conduit installed from the meet point in the public right of way/utility easement into every Location for each entrance to such Location; and (iv) suitable space in each Location to allow LESSOR to place or terminate the LESSEE Fibers. LESSEE or its end user agrees to mark for LESSOR the location of any private utilities or other underground facilities on the premises of all Locations between the public rights of way/easement and the space where the LESSEE Fibers are terminated.

Non Recurring Charge (NRC). \$0.00

Monthly Recurring Charge (MRC). \$700.00

MRC by Segment \$700.00

Initial Term. The Initial Term shall commence on the date set forth in this Exhibit A-1 above and shall continue for a period of thirty-six (36) months following the LESSEE Acceptance Date of the LESSEE Fibers.

Renewal Term(s). After the expiration of the Initial Term of this Exhibit A-1, this Exhibit A-1 shall automatically renew for two (2) successive thirty-six (36) month periods under the same terms and conditions as stated herein, unless terminated at the end of the then current renewal term which LESSEE may do by providing written notice of termination to LESSOR not less than ninety (90) days prior to the expiration of the then current term. Thereafter, this Exhibit A-1 shall automatically renew for successive one (1) month periods unless terminated by either party which either party may do by providing thirty (30) days period written notice of termination to the other party.

Special Terms.

LESSOR to install fibers from Location A to Location Z per map below in a single path:

EXHIBIT A-2
FIBER ROUTE AND LESSEE FIBERS

DRAFT



Line Item/Description: Various Budgeted Line Items - Contractual
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Authorization of a Contract for Kane County Plumbing Services

Committee Flow: Administration Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Henry Thompson, 630.762.2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: Varies
If not budgeted, explain funding source: N/A	

Summary:

Bids have been solicited for the 2023 Kane County Plumbing Services Bid (BID #23-001) for facilities maintained by Building Management throughout the County of Kane. A total of four (4) bids were received and publicly opened on Thursday, December 1, 2022 at 2:30 pm.

Building Management outsources plumbing maintenance and repair services which cannot be performed in house by County staff; and

The contract covers the maintenance and repairs of plumbing equipment in all Kane County Government buildings. All four vendors have been found to be responsive and responsible bidders for the two year initial service period. Building Management anticipates service and project needs up to \$1 million, (\$1,000,000) per year and will make significant use of all four vendors. The vendors are: 1) Key Construction Group, Inc. of Newark, IL; 2) Hartwig Mechanical Inc. of Harvard, IL; 3) C. Armbrust Plumbing & Heating, Inc. of Carol Stream, IL; 4) R.J. O'Neil, Inc. of Montgomery, IL.

**County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER**

719 S. Batavia Avenue, Bldg. A
Geneva, Illinois 60134

Telephone: (630) 208-3803
Fax: (630) 208-5107



December 5, 2022

PROCUREMENT SYNOPSIS

Requesting Department:	Building Management Department
Procurement Name:	Bid 23-001 Plumbing Services Re-Bid
Recommended Vendors:	Hartwig Mechanical Inc., R.J. O'Neil Inc., Armbrust Plumbing and HVAC Solutions and Key Construction Group, Inc.

NOTIFICATION AND RESPONSE

Public Notices: Bidnet Direct and The Daily Herald

Advertising Date:	November 16, 2022	Notices sent/Plan Holders: 65/10
Proposal Due Date:	December 1, 2022	Proposals Received: 4

PURPOSE

This contract will provide plumbing services on an "as needed" bases for the Kane County Building Management Department and for two (2) years with three (3) one-year year optional renewals. The following bids were received:

Vendor	Total Bid
Key Construction Group Inc.	\$19,797
Hartwig Mechanical Inc.	\$20,186
RJ Oneil, Inc.	\$24,590
Armbrust Plumbing and HVAC Solutions	\$27,155

Building Management staff evaluated and compared all bids per scope of services and contract requirements and determined that Key Construction Group, Inc., Hartwig Mechanical, Inc., R.J. O'Neil, Inc. and Armbrust Plumbing and HVAC Solutions were the most responsive, responsible bidders to provide plumbing services. Attached is a copy of the extended bid tabulation for reference. Armbrust Plumbing and HVAC Solutions upon receipt of notification of intent to award made the decision to rescind their bid due to the bid bond amount and no guarantee as to the volume of work they may receive.

Based on cost, experience and bid compliance, the Building Management Department recommends awarding the Kane County Plumbing Services to Key Construction Group, Inc., Hartwig Mechanical, Inc., and R.J. O'Neil Inc. pending approval by Committee and County Board.

Submitted By:
Tony Sperkowski
Tony Sperkowski
Buyer II

RESOLUTION/ORDINANCE EXECUTIVE SUMMARY



Resolution: No.

Authorizing the Approval of Additional Funds for 2022-2023 Mill Creek SSA Parkway Tree & Stump Removal Services

Committee Flow: Administration Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Roger Fahnestock, 630.232.3571

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$60,000
If not budgeted, explain funding source:	

Summary:

Resolution authorizes the approval of additional funds for 2022-2023 for Mill Creek allocated to Langton Group. The pricing agreement with vendor will stay the same, but due to additional needs of the County, the amount of work will increase.

RESOLUTION/ORDINANCE EXECUTIVE SUMMARY



Resolution: No.

Authorizing the Extension for 2023-2024 Landscape Maintenance Service for The Mill Creek SSA

Committee Flow: Administration Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Roger Fahnestock, 630.232.3571

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$140,000
If not budgeted, explain funding source: N/A	

Summary:

Resolution requests to renew the current contract agreement for Mill Creek SSA Landscape Maintenance Service through Cornerstone Partners Horticultural Services Company of St. Charles for 2023-2024.

No General Kane County funds will be used for the contract. Landscape Maintenance Services will be paid from the Special Service Area fund 520.690.730.52120 (Grounds Repair & Maintenance) for the MCSSA.



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

Authorizing a Contract Renewal for Mill Creek SSA Office Space Lease

Committee Flow: Administration Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Roger Fahnestock, 630.232.3571

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$38,056.32
If not budgeted, explain funding source:	

Summary:

Resolution requests to renew the current 2022 Mill Creek SSA Office Lease for the Mill Creek subdivision with Shodeen Group, LLC. The lease extension for an additional contract period of December 1, 2022 through November 30, 2025.

No General Kane County funds will be used for the contract. Building rental fees will be paid from the Special Service Area Fund 520.690.730.52180 (Building Space Rental) for the MCSSA.

LEASE EXTENSION AGREEMENT XI

This LEASE EXTENSION AGREEMENT (“Extension”), is entered into on this ____ day of _____ 2022, between SHODEEN GROUP, LLC, an Delaware LLC, as agent for beneficiaries of a land trust with the State Bank of Geneva, pursuant to Trust Agreement dated December 5, 2005 known as Trust No. 929 (the "Landlord"), and Mill Creek SSA c/o Kane County Development, (the "Tenant").

Whereas, Landlord and Tenant are currently parties to a written Lease Agreement dated the 21st day of February, 2007, and Lease Extension Agreement dated the 1st day of August, 2012, Lease Extension Agreement II dated the 5th day of September, 2013, Lease Extension Agreement III dated the 28th day of August, 2014, Lease Extension Agreement IV dated October 6th, 2015, Lease Extension Agreement V dated March 13th, 2016, Lease Extension Agreement VI dated December 13, 2016, Lease Extension Agreement VII January 2nd, 2018 and Lease Extension Agreement VIII dated April 11th 2019 (“Lease”). The Lease, Lease Extension Agreement, Lease Extension Agreement II, Lease Extension Agreement III, Lease Extension Agreement IV, Lease Extension Agreement V, Lease Extension Agreement VI, Lease Extension Agreement VII, Lease Extension Agreement VIII, Lease Extension Agreement IX, Lease Extension Agreement X and this Lease Extension Agreement XI are collectively referred to herein as the “Lease”.

Whereas, the Lease currently related to the premises (“Existing Premises”) consisting of 559 rentable square feet of the building located at 39W 250 Herrington Boulevard, Geneva, Illinois.

Whereas, the Lease has obligated the Tenant to pay Minimum Rent (together, “Rent”) at the rate of per \$712.73 month; and Common Area Maintenance (“CAM”) charges at the rate of \$189.26 per month; and Real Estate Tax (“Tax”) charges at the rate of \$136.36 per month; and Insurance (“Insurance”) charges at the rate of \$18.77 per month (not including any and all future adjustments or escalations as per the written Lease or Lease Amendments).

Whereas, the Lease is set to expire on November 30, 2021.

Whereas, Landlord and Tenant desire to amend the Lease as provided in this Amendment.

Now therefore, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, Landlord and Tenant agree as follows:

1. EFFECT

The Lease is hereby amended to the extent necessary to give effect to the Extension, and the terms of this Extension shall supercede any contrary terms in the Lease. All references in the Lease to “this Lease” shall be deemed to refer to the Lease as amended by this Extension. In all other aspects, the terms and conditions of the Lease shall remain unmodified and in effect. Unless otherwise defined herein, all terms shall have the same meaning as provided in the Lease.

2. RENTAL

The Lease shall be extended for a period of Four Lease Year effective December 1, 2021 and expiring at midnight on the 30th day of November 2025.

YEAR	ANNUAL SCHEDULED BASE RENT	PAYABLE IN MONTHLY INSTALLMENTS OF
12/1/21 – 11/30/25	\$8,552.76	\$712.73

INITIAL COMBINED COMMON AREA MAINTENANCE EXPENSES, REAL ESTATE TAXES AND INSURANCE CHARGES PER ANNUM ARE \$7.39 PER SQUARE FOOT, PAYABLE IN EQUAL MONTHLY INSTALLMENTS OF \$344.39.

4. All other provisions of the above-described Lease shall remain in full force and effect.

In Witness Whereof, the parties have executed this Amendment as of the day and year first written above.

LANDLORD: SHODEEN GROUP, LLC

Date: _____

By: _____
Justin Heinz, President

TENANT: Mill Creek SSA c/o Kane County Development

Date: _____



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

Authorizing Additional Funds for the Annual Maintenance of Software Modules for Tyler ERP Financial System Socrata

Committee Flow: Administration Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Roger Fahnestock

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$40,000
If not budgeted, explain funding source: N/A	

Summary:

The Socrata module for the Tyler ERP Financial software system provides public access to certain data from the finance system. The annual maintenance has increased since the original implementation, so this allows the Information Technologies Department to continue paying for the annual maintenance for Socrata at the new rate.

County of Kane
KANE COUNTY GOVERNMENT CENTER

719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134

Telephone: (630) 232-5929
Fax: (630) 208-5107



December 2, 2022

SERVICE RIDER

Contract Extension - Kane County Drainage Consulting Service
(First Option Year 2023)

This RIDER made this 1st day of January 2023, is part of and is to be attached to the original Contract for Professional Service, made on February 15, 2022, by and between County of Kane and Huddleston-McBride Lane Drainage Company of Rochelle, IL for drainage consultant service for the Kane County Division of Environmental and Water Resources Division, and includes the following:

1. Original Contract for Professional Service made on February 15, 2022.
2. Resolution 21-399 authorized of four (4) one-year extensions.

(The above contract items and other supporting documents will be made available upon request).

The County hereby requests and Huddleston-McBride Lane Drainage Company agrees to the contract extension for an additional one (1) year term providing consultation service at no cost increase, utilizing the Contract for Profession Service, executed on February 15, 2022 for a not to exceed \$70,000.00 to be billed on a time and material basis, per budget year.

The term of this service contract shall commence on the effective date and shall continue for one (1) year (The "Term"), expires January 31, 2024. This is the first of four (4) option year extensions as allowed and specified per RFQ 44-021.

The parties hereto mutually agree that the aforesaid Contract for Service, of which this RIDER is made part of, is and shall be and remain in full force and effect in accordance with all the terms and conditions thereof, modified only as in this RIDER specifically provided.

Contractor

Thomas L Huddleston III
Thomas L Huddleston III
Huddleston McBride Land Drainage Co.
9504 E. Fowler Rd., Rochelle, IL 61068

1/1/2023
Date

The County of Kane

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, IL

Date

**County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER**

719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134

Telephone: (630) 232-5929
Fax: (630) 208-5107



December 2, 2022

**CONTRACT SYNOPSIS
(Kane County Drainage Consultant Service – 1st Option Year 2023)**

Procurement Name:	RFQ 44-021 Drainage Consultant Service
Requesting Department	Division of Environmental and Water Resources
Awarded Vendor:	Huddleston McBride Drainage Company

PURPOSE:

This is a one-year contract extension with Huddleston McBride Land Drainage Co., for the provision of professional consultant services for the Kane County Division of Environmental and Water Resources drainage project.

The previous contract was competitively solicited, and awarded by the Kane County Board on September 14, 2021, per Resolution No. 21-399 for a one-year term with four (4) one-year renewal options if mutually agreed upon by all parties. The current service contract set to expires on February 15, 2023.

Huddleston McBride Land Drainage Co., agreed and offered to extend the existing service contract for another one (1) year term at no cost increase. The service terms and conditions are to remain firm. The new contract period to begin once the new Service Rider is fully executed by the Kane County Board for the duration of one-year term and expires on or about January 31, 2024. This contract is based on time and materials and not to exceed \$70,000.00 per budget year. This is the first option year as allowed per RFQ 44-021.

The Division of Environmental and Water Resources with the support of Purchasing Department recommends approval of a one-year contract extension with Huddleston McBride Lane Drainage Co., for the drainage consultant services based on the following criteria:

- Qualifications, and RFQ compliance and service fee.
- Division of Environmental & Water Resources has been very happy and satisfied with the consultation services they have been providing to the County.

Submitted By:
Tim Keovongsak, CPPB
Assistant Director of Purchasing
Kane County Purchasing Department



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Contract Extension with Huddleston McBride Drainage Company for Drainage Consultant Services

Committee Flow:

Development Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Jodie Wollnik 630-232-3499

Budget Information:

Was this item budgeted? yes	Appropriation Amount: \$70,000
If not budgeted, explain funding source: n/a	

Summary:

Approving a 1-year extension to Huddleston-McBride Drainage Company contract for Drainage Consultant Services



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving the Purchase of Replacement Fitness Equipment for the Kane County Sheriff's Office

Committee Flow:

Judicial Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Christie Duffy 630.208.2001

Budget Information:

Was this item budgeted? No	Appropriation Amount: \$36,101.00
If not budgeted, explain funding source: 001.380.400.52160 Repairs & Maint-Equipment	

Summary:

The Kane County Sheriff's Office personnel need to maintain an advanced level of physical fitness. Since 2009, when the new Sheriff's office was completed, our facility has provided a free fitness center that afforded them the opportunity to maintain that necessity. This resolution approves the purchase of replacement fitness equipment. Technology has significantly changed since 2009. With regular use, the average piece of fitness equipment should last between seven and twelve years.

Johnson Fitness & Wellness

Mike Wagner (4330)
1600 Landmark Dr.
Cottage Grove , WI 53527
Phone: (630) 277-6564
Fax: (952) 906-6915
Email: Mike.Wagner@Johnsonfit.com

Quote

Quote Order 22-059781
Date 09/14/22

Ship To Information

Kane County Sheriff's Office
Alan Garcia
37W755 IL-38 Suite A
St. Charles, IL 60175

Work: (630) 232-6840

Email: GarciaAlan@co.kane.il.us

Bill To Information

Kane County Sheriff's Office
Alan Garcia
37W755 IL-38 Suite A
St. Charles, IL 60175

Work: (630) 232-6840

Email: GarciaAlan@co.kane.il.us

Expiration Date: 10/13/2022 **Terms:** Prepaid

Qty	SKU	Description	Delivery Method	Tax	List Price	Your Price	Ext. Price
1	TF-XHC	Torque Fitness Half Cage	Deliver	<input type="checkbox"/>	\$2,880.00	\$1,965.00	\$1,965.00
1	TF-XHCGRT-102	Torque Fitness Half Cage LAND MINE	Deliver	<input type="checkbox"/>	\$214.00	\$145.00	\$145.00
		*Land mine, & proven unit		<input type="checkbox"/>			
				<input type="checkbox"/>			
1	HF-4357	<u>Hoist Hip Sled/Hack Squat</u>	Deliver	<input type="checkbox"/>	\$1,999.99	\$1,595.00	\$1,595.00
				<input type="checkbox"/>			
1	HF-HD-3400	Hoist Dual Leg Extension/Leg Curl	Deliver	<input type="checkbox"/>	\$3,399.00	\$2,650.00	\$2,650.00
		*Same unit in many a club - Club proven		<input type="checkbox"/>			
				<input type="checkbox"/>			
1	HF-CF-3170A	Hoist Flat Olympic Bench	Deliver	<input type="checkbox"/>	\$1,299.00	\$1,075.00	\$1,075.00
		*minimum price difference & more bar protection		<input type="checkbox"/>			
				<input type="checkbox"/>			
1	HF-CF-3160	Hoist Flat/Incline Bench	Deliver	<input type="checkbox"/>	\$899.00	\$740.00	\$740.00
1	TF-XFIB	Torque Flat-Incline Bench (Premium Comm Grade)	Deliver	<input type="checkbox"/>	\$1,050.00	\$700.00	\$700.00
		(May want both?)		<input type="checkbox"/>			
				<input type="checkbox"/>			
1	VFT600	<u>Vision Fitness T600 Treadmill</u>	Deliver	<input type="checkbox"/>	\$5,399.00	\$3,385.00	\$3,385.00
1	VFS60	<u>Vision Fitness S60 Suspension Elliptical</u>	Deliver	<input type="checkbox"/>	\$4,499.00	\$2,825.00	\$2,825.00
1	TKO-8AR	TKO AirRaid Rower	Deliver	<input type="checkbox"/>	\$1,450.00	\$1,025.00	\$1,025.00
				<input type="checkbox"/>			
		*Accessories - save the money with TKO		<input type="checkbox"/>			
2	TKO-3120	TKO Extra Light Strength Bands - Orange 1/2"	Deliver	<input type="checkbox"/>	\$13.00	\$10.00	\$20.00
2	TKO-3121	TKO Light Strength Bands - Red 1 1/8"	Deliver	<input type="checkbox"/>	\$22.00	\$16.00	\$32.00
2	TKO-3122	TKO Average Strength Bands - Grey 1 3/4"	Deliver	<input type="checkbox"/>	\$33.00	\$24.00	\$48.00
2	TKO-3123	TKO Heavy Stength Bands - Black 2 1/2"	Deliver	<input type="checkbox"/>	\$44.00	\$31.00	\$62.00
				<input type="checkbox"/>			
1	TKO-K250PB-5	TKO 5 KG Pro Performance Bag	Deliver	<input type="checkbox"/>	\$76.00	\$56.00	\$56.00

Qty	SKU	Description	Delivery Method	Tax	List Price	Your Price	Ext. Price
1	TKO-K250PB-10	TKO 10 KG Pro Performance Bag	Deliver	<input type="checkbox"/>	\$92.00	\$68.00	\$68.00
1	TKO-K250PB-15	TKO 15 KG Pro Performance Bag	Deliver	<input type="checkbox"/>	\$112.00	\$82.00	\$82.00
1	TKO-K250PB-20	TKO 20 KG Pro Performance Bag	Deliver	<input type="checkbox"/>	\$132.00	\$97.00	\$97.00
1	TKO-K250PB-25	TKO 25 KG Pro Performance Bag	Deliver	<input type="checkbox"/>	\$152.00	\$112.00	\$112.00
		(TKO has 30 and 35 KG IF desired)		<input type="checkbox"/>			
				<input type="checkbox"/>			
1	HF-HD-3000	Hoist 3000 Functional Trainer w/200lb Stack(s) *Will probably be most used piece - Club proven	Deliver	<input type="checkbox"/>	\$4,999.00	\$3,785.00	\$3,785.00
				<input type="checkbox"/>			
1	TF-STEALTH	Torque Fitness Stealth Bike *Minimum difference - THE Best Air bike.	Deliver	<input type="checkbox"/>	\$1,800.00	\$1,200.00	\$1,200.00
				<input type="checkbox"/>			
1	TKO-8CTM	<u>TKO AirRaid Non Motorized Curve Treadmill</u> *300 Pound unit with 2 Years parts Warranty	Deliver	<input type="checkbox"/>	\$4,590.00	\$3,240.00	\$3,240.00
				<input type="checkbox"/>			
1	HF-HD-3200	Hoist Dual Lat Pulldown/Mid Row	Deliver	<input type="checkbox"/>	\$3,399.00	\$2,650.00	\$2,650.00
				<input type="checkbox"/>			
1	T-VC900-19	<u>True Palisade Climbmill</u>	Deliver	<input type="checkbox"/>	\$10,000.00	\$6,075.00	\$6,075.00
1	T-CNLED-19	<u>True Emerge Console</u> *3 Years Parts AND Labor Warranty	Deliver	<input type="checkbox"/>	\$699.00	\$470.00	\$470.00
				<input type="checkbox"/>			
1	BS-GDIP59-FR	<u>Body Solid Dip Station</u>	Deliver	<input type="checkbox"/>	\$379.00	\$295.00	\$295.00
				<input type="checkbox"/>			
1	COMMDEL12	Commercial Delivery & Assembly (and disposal of 6 cardio units, cable unit, oly bench, power rack and 2 utility benches)	Deliver	<input type="checkbox"/>	\$3,999.00	\$3,080.00	\$3,080.00
				<input type="checkbox"/>			
				<input type="checkbox"/>			
1		<u>Sales Discount</u>	<u>Deliver</u>	<input type="checkbox"/>	<u>\$1,375.88</u>	<u>\$1,375.88</u>	<u>\$1,375.88</u>
		<u>Year End Special Discount MW126-22</u>		<input type="checkbox"/>			

Special Instructions:

Item Total:	\$36,101.12
Tax:	\$0.00
TOTAL:	\$36,101.12

Standard Terms and Conditions

1. All orders must be prepaid before shipment without approved credit.
2. These prices are subject to change after 30 days from document date.
3. There will be a 1.5% monthly service charge on all overdue accounts. The buyer is also responsible for any collection and/or legal fees involved in collecting past due accounts.
4. Any changes on orders must be made within 7 days after the order is accepted.
5. If customer requires a certificate of insurance that includes a waiver of subrogation or if the additional insured is to be on a primary non-contributory basis the customer agrees to assume the additional cost.
6. Clerical errors subject to correction. All prices and agreements are contingent upon strikes, accidents, and other causes avoidable or beyond our control.
7. Buyer agrees to promptly file claim for all goods damaged in transit.
8. There will be a 15% restocking charge on merchandise ordered but not accepted. Delivery, Set-Up and Freight charges will not be refunded.
9. A Preventative Maintenance Agreement is available for all equipment.
10. Equipment lease is available with approved credit.
11. All unit prices are F.O.B. manufacturer.
12. Products purchased without commercial warranties that are placed in non-residential settings void manufacturer's warranty. All repair costs are customers responsibility.

Please send check payments to:
DBA Johnson Fitness & Wellness
1600 Landmark Drive
Cottage Grove, WI 53527

Acceptance of Proposal:

These prices, specifications and conditions are satisfactory and are hereby accepted.
I am authorized to order the listed equipment with full understanding
of the payment terms.

Authorized Signature: _____

Print Name: _____

P.O. Number: _____

Date of Acceptance: _____

www.johnsonfit.com/commercial

mutually agreed upon by both parties; and

WHEREAS, on October 24, 2022, Wellpath LLC submitted additional terms to the Sheriff's Office, including a provision for mutual indemnification; and

WHEREAS, all additional terms have been negotiated and agreed to by the parties.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board that the Chairman thereof is hereby authorized to execute an updated contract with Wellpath LLC in the amount previously approved, to include mutual indemnification, to provide detainee medical services for a three (3) year term.

Line Item: 001.380.382.50210

Line Item Description: Medical/Dental/Hospital Services

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing an Updated Contract with Wellpath for Detainee Medical Services

Committee Flow:

Judicial Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Christie Duffy 630.208.2001

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$4,082,570 year one and \$4,231, 872 year two
If not budgeted, explain funding source: 001.380.382.50210	

Summary:

Pursuant to 730 ILCS 125/17, the Kane County Sheriff is required to provide detainees housed in the Kane County Adult Justice Center with medical services and is responsible for the provision of additional professional services, including but not limited to, psychological and psychiatric care, certain dental services, pharmaceutical services, and services of a social workers. This resolution authorizes the County Board to execute an updated contract with Wellpath LLC for the provision of detainee medical services.

AGREEMENT FOR INMATE HEALTH CARE SERVICES
at the County of Kane, Illinois
Effective December 1, 2022, through November 30, 2025

This Agreement for Inmate Health Care Services (hereinafter, the “Agreement”) entered into by and between the County of Kane, Illinois (hereinafter, the “County”) and Wellpath LLC (hereinafter, “Wellpath”), a Delaware Limited Liability Company.

RECITALS

WHEREAS, the County and the duly elected Sheriff (hereinafter, “Sheriff”) are charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Kane County Adult Justice Center, located at 37W755 IL-38, St. Charles, IL 60175 (hereinafter, "Jail"); and

WHEREAS, the objective of the County and Sheriff is to provide for the delivery of quality health care to the Inmates and Detainees of the Jail (hereinafter, "Jail Population"), in accordance with applicable law; and

WHEREAS, Wellpath is in the business of administering correctional health care services and desires to administer such services on behalf of the County to the Jail Population under the terms and conditions hereof.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the Parties hereto agree as follows:

DEFINITIONS

Biological Medications – Medications that come from living sources, and as otherwise defined in accordance with the Physician's Desk Reference.

County Inmates/Detainees – An Inmate/Detainee held under the jurisdiction of the County or Sheriff. County Inmates/Detainees may be housed in the Jail or in another jurisdiction's correctional facility. However, County Inmates/Detainees housed in another jurisdiction are not covered by the provisions of this Agreement unless Wellpath administers health care services at the other jurisdiction's facility and is specifically set forth below.

Covered Persons – An Inmate/Detainee of the Jail who is under the custody and control of the Kane County Sheriff, Fit for Confinement and (1) incarcerated in the Jail as a part of the Jail’s MADP, (2) remanded to the custody of the Jail, or (3) on work release status. NOTE: Covered Persons include Other County Inmates/Detainees for purposes of delivery of basic health care services, however, the cost of certain services provided to Other County or Federal Inmates/Detainees are borne by the County as set forth in Section 5.0; All arrestees will be financially responsible for any medical care provided prior to booking into the Jail.

Detainee – An adult or juvenile individual whose sentence has not yet been adjudicated and is held as a pre-trial detainee or other individual held in lawful custody.

Fit for Confinement –For those detainees and inmates housed for other jurisdictions, a determination made by a Wellpath authorized physician or designee that an Inmate/Detainee is medically stable and has been medically cleared for acceptance into the Jail. Such determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.

Health Care Staff – Medical, mental health and support staff provided or administered by Wellpath.

Wellpath Chief Clinical Officer– Wellpath's Chief physician who is vested with certain decision making duties under this Agreement.

Inmate – An adult or juvenile individual who is being incarcerated for the term of their adjudicated sentence.

Monthly Average Daily Population (MADP) – The average number of Inmates/Detainees housed in the Jail on a daily basis for the period of one month. The MADP shall include, but separately list, Other County Inmates/Detainees. The MADP shall be figured by summing the daily population for the Jail and Other County Inmates/Detainees (as determined by a count performed at the same time each day) for each day of the month and dividing this sum by the total number of days in the month. Jail records shall be made available to Wellpath upon request to verify the MADP. Persons on home confinement, housed outside of the Jail, and parolees and escapees shall not be considered part of the Jail's MADP.

NCCHC – The National Commission on Correctional Health Care.

Other County Inmate/Detainee – An Inmate/Detainee under the jurisdiction of another County, state or federal agency, who is being housed in the Jail.

Physician Extender – An advanced level healthcare professional such as a Nurse Practitioner, Physician Assistant, or Clinical Nurse Specialist.

Specialty Services – Medical services that require physicians to be licensed in a specialty such as obstetrics, gynecology, or dermatology or other specialized field of medicine, excluding services that are otherwise provided for in this Agreement.

ARTICLE I **HEALTH CARE SERVICES**

- 1.0 SCOPE OF SERVICES. Wellpath shall administer health care services and related administrative services at the Jail according to the terms and provisions of this Agreement. The costs of the various health care services shall be borne by Wellpath or the County as set forth in this Article.
- 1.1 GENERAL HEALTH CARE SERVICES. Wellpath will arrange and bear the cost of the following health care services:
 - 1.1.1 RECEIVING SCREENING. A receiving screening of a Covered Person shall be performed as soon as possible after the Covered Person's booking into the Jail.
 - 1.1.2 HEALTH ASSESSMENT. A health assessment of a Covered Person shall be performed as soon as possible, but no later than fourteen (14) calendar days after the Inmate/Detainee's arrival at the Jail. The health assessment shall follow current NCCHC guidelines. During admission, Wellpath shall provide the inmate with appropriate written information concerning HIV and AIDS. Wellpath shall also inform the inmate of the option of being tested for infection with HIV, at no charge by Wellpath.
 - 1.1.3 SCHEDULED SICK CALL. A qualified healthcare professional shall conduct sick calls for Covered Persons on a timely basis and in a clinical setting. A Physician Extender will be available to see Covered Persons at least once per week, or as medically needed.

- 1.1.4 TELEHEALTH. Telehealth services shall be included within the General Health Care Services offered by Wellpath under this Agreement. Intakes, Health Assessments, and Sick Calls, when deemed medically appropriate and approved by agents of Kane County Sheriff's Office, may be serviced by nurses or physicians via Wellpath's telehealth platform.
- 1.2 AMBULANCE SERVICE. Wellpath shall be responsible for the provision and cost of any ambulance services. The County shall be responsible for routine transfers for off-site, non-emergency medical treatment.
- 1.3 BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE. Wellpath Health Care Staff will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.).
- 1.4 DENTAL. Wellpath shall arrange and bear the cost of oral screening (as defined by NCCHC guidelines) and dental prostheses for all Covered Persons.
- 1.5 ELECTIVE MEDICAL CARE - NOT COVERED. Wellpath shall not be responsible for the provision or cost of any elective care. In the event a member of the Jail Population requires elective care, the Inmate/Detainee or County shall be responsible for all costs. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of Wellpath's Medical Director or designee, cause the Inmate's health to deteriorate or cause harm to the Inmate's wellbeing. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.
- 1.6 HOSPITALIZATION. Wellpath shall be responsible for the provision and cost of any hospitalization services.
- 1.7 MENTAL HEALTH CARE. Wellpath shall arrange and bear the cost of on-site mental health services for Covered Persons which shall include evaluations, referrals, crisis management, suicide intervention, individual therapy, basic community linkage, and continuity of care. Wellpath shall not be responsible for the provision or cost of any long-acting injectables.
- 1.8 PATHOLOGY/RADIOLOGY SERVICES. Wellpath shall be responsible for the provision and cost of any pathology or radiology services.
- 1.9 PREGNANT COVERED PERSONS. Wellpath shall arrange and bear the cost of on-site health care services for any pregnant Covered Person in accordance with NCCHC standards and this Agreement, but Wellpath shall not arrange or bear the cost of any health care services for infants after the infant is separated from its mother.
- 1.10 SPECIALTY SERVICES. Wellpath shall be responsible for the provision and cost of any Specialty Services.
- 1.11 VISION CARE. Wellpath shall be responsible for the provision of one pair of eyeglasses or reading glasses or any other vision services other than care for eye injuries or diseases. If ordered by an ophthalmologist due to a prescription change, Wellpath shall be responsible for the cost of one pair of replacement glasses. Wellpath shall not be responsible for the cost of replacement due to destruction or loss of glasses.

- 1.12 ADDICTION MEDICINE TREATMENT. Wellpath shall be responsible for the provision and cost of any medication-assisted addiction treatment services, except for long-acting injectables for which County shall bear the cost, if the cap exceeds \$350,000. The County will be reimbursed for any amount below the \$350,000 cap. The Parties agree to participate in ADAP (Alcohol and Drug Awareness Program).
- 1.13 OFFICE EQUIPMENT. Wellpath shall be responsible for the provision and cost of any office equipment such as copier and fax machine required for the administrative operation of the medical unit.
- 1.14 OFFICE SUPPLIES. Wellpath shall be responsible for providing office supplies such as books, medical record folders, and forms as required for the administrative operations of the medical unit.
- 1.15 MEDICAL SUPPLIES/EQUIPMENT OF \$2,000 OR LESS. Wellpath shall provide and bear the cost of medical supplies (i.e. alcohol prep pads, syringes, etc.) and equipment (i.e. thermometers, scales, etc.) required to administer the terms of the Agreement, which have a unit cost of \$2,000 or less, but does not include office and paper supplies. The County shall provide and bear the cost of medical supplies and equipment required to administer the terms of the Agreement, which have a unit cost greater than \$2,000. Wellpath agrees to provide the County with three options, when possible, for items with a unit cost of more than \$2,000, in order to allow the Parties to mutually agree on such purchases.
- 1.16 PHARMACY SERVICES. Wellpath shall provide monitoring of pharmacy usage as well as a Preferred Medication List. Except as provided below, Wellpath shall bear the cost of all prescription and non-prescription over-the-counter medications prescribed by a duly licensed Wellpath physician for a Covered Person. The provision of personal care products for inmates is the responsibility of the County.
- 1.16.1 GENERAL. Prescribing, dispensing, and administering of medication shall comply with all State and Federal laws and regulations and all medications shall be dispensed under the supervision of a duly authorized, appropriately licensed or certified health care provider.
- 1.16.2 EXCEPTIONS. Wellpath shall bear the cost of all prescription medication with the exception of all prescription medications related to the treatment of Human Immuno-deficiency Virus ("HIV"), Hepatitis C, Biological medications and long-acting injectables with the County to be reimbursed for any amount below the cap of \$350,000, and Wellpath to be reimbursed for costs in excess of the \$350,000 cap (hereinafter referred to as "the cap"). Medications related to the treatment of HIV, Hepatitis C, Biological medications and long-acting injectables shall be defined in accordance with the Physician's Desk Reference.
- 1.16.3 PSYCHOTROPIC MEDICATIONS. Wellpath shall arrange and bear the cost of psychotropic medications for Covered Persons.
- 1.16.4 EXPERIMENTAL MEDICATIONS. Wellpath shall arrange and bear the cost of AZT and other experimental drugs, as well as administering them, provided Wellpath and County agree on the use of such drug.

ARTICLE II
HEALTH CARE STAFF

- 2.0 STAFFING HOURS. Wellpath shall provide or arrange for the provision of Health Care Staff necessary to render the health care services contemplated in Article I as set forth in the staffing plan set forth in Exhibit A, attached hereto and made a part hereof. Wellpath reserves the right to assign the staff in Exhibit A to shift coverage as necessary based on operation needs to provide the health care services under this Agreement.
- 2.0.1 Additional hours may be provided if mutually agreed upon by both Parties in writing, with at least 24 hours advanced notice.
- 2.0.2 Wellpath shall provide or arrange for the provision of an on-call Physician Extender [or Health Service Administrator, Physician, etc.] available by telephone or pager 24 hours per day and 7 days per week.
- 2.1 STAFFING LEVELS WAIVER. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased Inmate/Detainee population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by the County and Wellpath.
- 2.2 STAFF SCREENING. The County shall screen Wellpath's proposed Health Care Staff, employees, agents and/or subcontractors providing services at the Jail to ensure they do not constitute a security risk. The County shall have final approval of Wellpath's Health Care Staff, employees, agents and/or subcontractors in regards to security/background clearance.
- 2.3 SATISFACTION WITH HEALTH CARE STAFF. In recognition of the sensitive nature of correctional facility operations, if the County becomes dissatisfied with any member of the Health Care Staff, the County shall provide Wellpath written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, Wellpath shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the County within ten (10) business days following Wellpath's receipt of the notice, Wellpath shall remove the individual from providing services at the Jail within a reasonable time frame considering the effects of such removal on Wellpath's ability to deliver health care services and recruitment/hiring of an acceptable replacement. The County reserves the right to revoke the security clearance of any Health Care Staff at any time.
- 2.4 ADJUSTMENT FOR PAYBACKS AND CREDITS. This Section 2.4 shall be applicable only in the event that, following 120 days from the commencement of the Agreement, the number of hours performed by any position on a monthly basis on the Staffing Matrix in Exhibit A is less than the number of hours required for such shift.
- 2.4.1 **Provider Hours.** Wellpath is responsible to ensure timely and accurate payroll information and staffing reports. Unfilled hours include those hours which are not filled due to voluntary or involuntary termination or any other reason or incident in which both Wellpath and the County agree which resulted in the position being unfilled. Unfilled hours will also include those hours not filled due to illness, holidays, vacation, personal leave, orientation, or in-service training. Clinical hours shall be filled per the staffing matrix. Non-clinical hours shall only be filled on an as-needed basis. Should the County want call-backs to be handled in person, Wellpath will charge a \$200 call-back fee as a pass-through cost to the County in the event the Physician is called back to the Adult Justice Center outside of the 18 hours of coverage to provide clinical practitioner services. Additionally, Wellpath will charge the site an hourly rate of \$175 for any time the Physician spends at the site over the initial hour. A Physician Extender may fill MD hours on a temporary basis only, such as if

the MD is out for vacation or other similar short-term absence and the Physician Extender can see patients and write prescriptions within the laws of the State of Illinois. In addition to the Physician Extender, Wellpath shall make a MD available via Telehealth or in-person via Wellpath's regional staff. If MD is out for an extended period, Wellpath shall fill MD hours with another MD.

- 2.4.2 **Minimum Continuous Staffing.** The payback credit for staffing applies to all shifts, after 120 days of commencement of this agreement, that are not filled at 100% during the monthly reconciliation process. This payback will be credited to the County during the monthly reconciliation process per Section 8.1 and will consist of a 1.5% penalty rate for missed and unfilled hours as documented by Wellpath for the first three years of the contract, and a 1.25% penalty rate for subsequent contract extensions.
- 2.4.3 **Timekeeping.** Wellpath Shall provide a monthly statistical report showing staffing fill rates, accounting for actual days and hours worked by the medical staff in the form of an FTE Report.
- 2.4.4 **Staffing Coverage.** Wellpath will ensure the same staff category coverage during periods of planned or unplanned absence. Wellpath uses part-time and per diem personnel to provide coverage for scheduled absences and to supplement any full-time staffing needs. Wellpath's PRN staff will complete orientation and ongoing training consistent with full-time team members to ensure they are capable and ready to provide continuity of services. Usage of PRN, agency, or overtime coverage shall be temporary solutions until permanent positions are filled.

ARTICLE III **ADMINISTRATIVE SERVICES**

- 3.0 **UTILIZATION MANAGEMENT.** Wellpath shall provide utilization management services and administer Pharmacy services as set forth in Article I, on behalf of the County. Wellpath will follow applicable state laws and make reasonable efforts to obtain provider discounts and will keep the County and/or Sheriff apprised of its utilization management practices.
- 3.1 **HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING.** Wellpath shall conduct an ongoing health and mental health education and training program for the County Deputies and Jailers in accordance with the needs mutually established by the County and Wellpath.
- 3.2 **MONTHLY REPORTS.** As requested by the Sheriff, Wellpath shall submit monthly health care reports concerning the overall operation of the health care services program rendered pursuant to this Agreement and the general health of the Jail Population.
- 3.3 **QUARTERLY MEETINGS.** As requested by the Sheriff, Wellpath shall meet quarterly, or as soon thereafter as possible, with the Sheriff, or designee, concerning health care services within the Jail and any proposed changes in health-related procedures or other matters, which both Parties deem necessary.
- 3.4 **MEDICAL RECORDS MANAGEMENT.** Wellpath shall provide the following medical records management services utilizing the Electronic Medical Records (EMR) system CorEMR:

- 3.4.1 **MEDICAL RECORDS.** Wellpath Health Care Staff shall maintain, cause or require the maintenance of complete and accurate medical records for Covered Persons who have received health care services. Medical records shall be kept separate from Covered Person's confinement records. A complete copy of the individual medical record shall be available to accompany each Covered Person who is transferred from the Jail to another location for off-site services or transferred to another institution. Wellpath will keep medical records confidential and shall not release any information contained in any medical record except as required by published Jail policies, by a court order or by applicable law. Upon termination of this Agreement, all medical records shall be delivered to and remain with the Sheriff, as property of the Sheriff's office.
- 3.4.2 **COMPLIANCE WITH LAWS.** Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal privacy statute or regulation.
- 3.4.3 **COSTS.** The costs for CorEMR with an ADP of 440 is included the compensation outlined in Section 8.0. Should the ADP rise above 440 inmates, there shall be an additional cost of \$1.50 per inmate per month.
- 3.4.4 **REPORTS.** CorEMR is able to produce reports, however, by using CorEMR instead of ERMA, the County acknowledges that there will be a decrease in technological capability with other Wellpath systems. The Patient Activity Monitoring Management (PAMM) system, a suicide prevention patient observation tool, is not available to CorEMR users. The Point of Care Companion (POCC), a medication administration laptop, is not able to fully sync with CorEMR to completely update each patient's medication administration record.
- 3.5 **ACCREDITATION.** Wellpath's services shall be designed to meet NCCHC standards, and, at the County's request, shall seek accreditation of the facility. The County shall pay the initial cost for NCCHC accreditation, and the County and Wellpath shall equally bear the expense for maintaining accreditation for the facility during the Term of the Agreement.
- 3.6 **INMATE HEALTH INSURANCE.** Wellpath shall seek and obtain from any Inmate information concerning any health insurance the Inmate might have that would cover services rendered by the Contractor on behalf of the Kane County Corrections Adult Justice Center hereunder, and the County will cooperate fully with Wellpath in its efforts to secure this information. Wellpath shall bill the inmate's insurance for payment of covered services and will seek reimbursement from Medicare and Medicaid for those inmates eligible.

ARTICLE IV
PERSONS COVERED UNDER THIS AGREEMENT

- 4.0 **GENERAL.** Except as otherwise provided in this Agreement, Wellpath shall only be required to arrange for health care services under this Agreement to be provided to Covered Persons.
- 4.1 **EMERGENCY MEDICAL CARE FOR JAIL EMPLOYEES AND VISITORS.** Wellpath shall arrange for on-site first response emergency medical care as required for Jail employees, contractors and visitors to the Jail. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.

- 4.2 **RELEASE FROM CUSTODY.** The County acknowledges and agrees that Wellpath is responsible for the payment of costs associated with services rendered to Covered Persons as set forth in this Agreement only when such persons remain in the custody of, or under the jurisdiction of, the Jail. In no event shall Wellpath be responsible for payment of any costs associated with any services rendered to any individual when said individual is released from the custody of, or no longer under the jurisdiction of, the Jail including, but not limited to, releasees, parolees and escapees.

ARTICLE V

PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT

- 5.0 **OTHER COUNTY OR FEDERAL INMATES/DETAINEES.** Wellpath shall only be responsible for the cost of reasonable and necessary in-house medical, optical, dental, over the counter medical prescription care and psychological services similarly provided to inmates and detainees originally confined in the County's facility. The costs of such services shall be comparable to the costs of services provided to Kane County inmates/detainees. For Federal inmates/detainees, Wellpath shall not be responsible for the cost of hospitalization, including ambulance transport, and other non-routine medical, psychological and dental care that cannot be provided in-house; rather, those costs shall be billed to by the agency responsible for the Federal Inmate/Detainee. As for Other County inmates/detainees, Wellpath will bill the Kane County Sheriff for services rendered for hospitalization, including ambulance transport, and other non-routine medical, psychological and dental care that cannot be provided in-house at rates in accordance with 730 ILCS 125/17.
- 5.1 **COUNTY INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JAIL.** Wellpath shall not be responsible for arranging the medical care or treatment for County Inmates/Detainees housed in other counties or jurisdictions. The County or Sheriff or other agency with legal responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of County Inmates/Detainees removed from the Jail, including, but not limited to the services listed in Article I of this Agreement and any other health care related expenses associated with said Inmates/Detainees, unless the Inmate/Detainee is housed in a facility where Wellpath provides Inmate/Detainee health care services. Wellpath shall not be responsible for arranging the medical care or treatment for County Inmates/Detainees housed outside the Jail.
- 5.2 **INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT, AND ESCAPED INMATES/DETAINEES.** Wellpath shall not be responsible for the cost of providing off-site medical care for injuries incurred by an arrested person prior to incarceration at the Jail or during an escape or escape attempt, including, but not limited to, off-site medical services provided to any arrested person prior to the person's booking and confinement in the Jail. In addition, Wellpath shall be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any arrested person presented at intake by an arresting agency with a life-threatening injury or illness or in immediate need of emergency medical care. Wellpath shall provide such care as is medically necessary until the arrested person can be transported to a medical care facility by the arresting agency or their designee. The arrestee shall bear the cost of, and be responsible for, all reasonable and necessary medical services or health care services of the individual until such time as the arresting authority can present the arrestee as a medically stable individual that is Fit for Confinement. To the extent Wellpath is billed for medical services provided to an individual who is not Fit for Confinement the County shall reimburse Wellpath for all such costs. Wellpath shall not charge an additional fee simply to examine an individual to determine if he is suitably Fit for Confinement.

ARTICLE VI
COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT

- 6.0 **SERVICES NOT LISTED.** Both Parties understand and agree that there will be costs incurred for health care related services as outlined in this Agreement, the Clarifications and Wellpath's response to the RFP associated with this Agreement ("the Agreement"). Wellpath shall not be responsible for any expenses not specifically covered under this Agreement. In the event that any of the health care services not covered by Wellpath under this Agreement, are required for a member of the Jail Population as a result of the medical judgment of a physician or Wellpath authorized personnel, Wellpath shall assist the Jail with arranging such services and the cost of such services shall be billed directly to the County. If the County requests Wellpath provide any health care services that are not mentioned in this Agreement, the parties shall meet in good faith to come to a mutual agreement.
- 6.1 **SERVICES BEYOND THE SCOPE OF THIS AGREEMENT.** Both Parties understand and agree that there are certain occurrences, both beyond the control and within the control of the Parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this Agreement. While both Parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic illness outbreak or any other catastrophic event, or an event caused by the action or inaction of the County or Sheriff or their employees, agents or contractors, which results in medical care for the Jail Population, Jail staff, visitors, or contractors, Wellpath shall not be responsible for costs attributable to such catastrophic event and all such costs shall be borne by the County. Notwithstanding the above, Wellpath shall be responsible for medical costs under this Agreement associated with such an event only if such an event was caused solely by Wellpath.

ARTICLE VII
COUNTY'S DUTIES AND OBLIGATIONS

- 7.0 **COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS.** The County, Jail, and Sheriff and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any State health information privacy laws, to the extent they are applicable.
- 7.1 **COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE.** Wellpath shall identify to the Sheriff those members of the Jail Population with medical or mental health conditions which may be worsened as a result of being incarcerated at the Jail or which may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, the Sheriff shall make every effort to have such an Inmate/Detainee released, transferred or otherwise removed from the correctional setting.
- 7.2 **RECORD ACCESS.** During the term of this Agreement, and for a reasonable time following the termination of this Agreement, the Sheriff shall provide Wellpath, at Wellpath's request, the County, Jail and/or Sheriff's records (including medical records) relating to the provision of health care services to the Jail Population, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the Jail Population (to the extent the County, Jail or Sheriff has control of, or access to, such records). Wellpath may request such records in connection with the investigation of, or defense of, any claim by a third party related to Wellpath's conduct or to prosecute a claim against a third party. Any such information provided

by the Sheriff to Wellpath that the Sheriff considers confidential shall be kept confidential by Wellpath and shall not, except as may be required by law, be distributed to any third party without prior written approval by the Sheriff.

- 7.3 USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES. Inmates/Detainees of the Jail shall not be employed or otherwise engaged or utilized by either Wellpath or the Sheriff in rendering any health care services to the Jail Population, provided however, that Inmates/Detainees may be used in positions not involving the rendering of health care services directly to the Jail Population and not involving access to Jail Population records in accordance with NCCHC standards.
- 7.4 SECURITY OF THE JAIL FACILITY AND Wellpath. Wellpath and the County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of Wellpath, as well as for the security of the Jail Population and Sheriff's staff, consistent with a correctional setting. The Sheriff shall provide security sufficient, as viewed by a reasonable person, to enable Wellpath, its Health Care Staff, employees, agents and/or subcontractors to safely provide the health care services described in this Agreement. Wellpath, its Health Care Staff, employees, agents and/or subcontractors shall follow all security procedures of the Sheriff while at the Jail or other premises under the Sheriff's direction or control. However, any Wellpath Health Care Staff, employee, agent and/or subcontractor may, at any time, refuse to provide any service required under this Agreement if a reasonable person would feel that the current safety services are insufficient. Wellpath shall not be liable for any loss or damages resulting from Wellpath's Health Care Staff, employees, agents and/or subcontractors' failure to provide medical services due to insufficient security services.
- 7.5 SHERIFF'S POLICIES AND PROCEDURES. Wellpath, its Health Care Staff, employees, agents and/or subcontractors shall operate within the requirements of the County's and/or Sheriff's posted security Policies and Procedures, which impact the provision of medical services.
 - 7.5.1 A complete set of said Policies and Procedures shall be maintained by the County and made available for inspection by Wellpath at the Jail, and Wellpath may make a reasonable number of copies of any specific section(s) it wishes using the Sheriff's photocopy equipment and paper. Neither party shall disclose the other party's Policies and Procedures to anyone other than its Health Care Staff, employees, agents and/or subcontractors, unless otherwise required by law or court order.
 - 7.5.2 Any Policy or Procedure that may impact the provision of health care services to the Jail Population which has not been made available to Wellpath shall not be enforceable against Wellpath unless otherwise agreed upon by both Parties.
 - 7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to Wellpath. Wellpath, its Health Care Staff, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to Wellpath.
 - 7.5.4 If any of the County and/or Sheriff's Policies and Procedures specifically relate to the delivery of medical services, the County and/or Sheriff's representative and Wellpath shall review the County and/or Sheriff's Policies and Procedures and modify or remove those provisions that conflict with Wellpath's Jail Health Care Policies and Procedures.

- 7.6 **DAMAGE TO EQUIPMENT.** Wellpath shall not be liable for loss of or damage to equipment and supplies of Wellpath, its agents, employees or subcontractors if such loss or damage was caused by the negligence of the County and/or Sheriff's employees.
- 7.7 **SECURE TRANSPORTATION.** The Sheriff shall provide security as necessary and appropriate in connection with the transportation of a member of the Jail Population to and from off-site services including, but not limited to, Specialty Services, hospitalization, pathology and radiology services as requested by Wellpath. Wellpath shall coordinate with the Sheriff's office for transportation to and from the off-site services provider or hospital.
- 7.8 **OFFICE EQUIPMENT AND SUPPLIES.** The Sheriff shall provide use of County-owned office equipment, supplies and all necessary utilities (including telephone and fax line service) in place at the Jail health care facilities unless otherwise state in Paragraph 1.14. At the termination of this Agreement, Wellpath shall return to the County possession and control of all County-owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.
- 7.9 **NON-MEDICAL CARE OF JAIL POPULATION.** It is understood that the Sheriff shall provide for all the non-medical personal needs and services of the Jail Population as required by law. Wellpath shall not be responsible for providing, or liable for failing to provide, non-medical services to the Jail Population including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.
- 7.10 **JAIL POPULATION INFORMATION.** In order to assist Wellpath in providing the best possible health care services to Covered Persons, the Sheriff shall provide, as needed, information pertaining to the Covered Person that Wellpath and the Sheriff mutually identify as reasonable and necessary for Wellpath to adequately perform its obligations under this Agreement.
- 7.11 **JAIL STAFFING.** Wellpath and the County acknowledge and agree that adequate correctional officer staffing is essential to maintaining the safety and security of the Jail. The Parties acknowledge and agree that this staffing is essential to ensuring that Wellpath is able to deliver quality healthcare services. The County acknowledges that it must provide Wellpath with a safe and secure environment to allow Wellpath to deliver quality healthcare services. Accordingly, the assessment of any staffing penalty against Wellpath (including those set forth in Section 2.3) will be suspended in the event that County correctional officer staffing falls below a sixty percent (60%) productive fill rate for a period of fifteen (15) or more consecutive days. The County's right to this penalty shall only be available once the County reaches and maintains a productive fill rate of sixty percent (60%) or higher for a period of thirty (30) or more consecutive days. Before any staffing penalties are suspended under this section, Wellpath must give written notice to County of Wellpath's concerns and County shall have a thirty (30) day period to cure such concerns. If the concerns are not resolved during the cure period, the aforementioned penalties shall be suspended until such concerns are cured.
- 7.12 **PRIVACY/RECORDING.** Except as necessary for jail security, the County shall not, and shall not permit, the recording or filming of Wellpath staff and/or the medical treatment of any member of the Jail Population, including medication passes, or any medical treatment that occurs in or outside of the Jail healthcare facilities. In the event that the County plans to permit recording or filming inside of the Jail, Wellpath shall be provided with fourteen (14) days' advance written notice of any such activity. Any recordings that capture the provision of medical treatment to the Jail Population shall be considered confidential and privileged and not subject to disclosure as a public record.

ARTICLE VIII
COMPENSATION AND ADJUSTMENTS

- 8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base amount to be paid by the County to Wellpath is \$4,082,570 for a period of 12 months, payable in equal monthly installments. Wellpath shall bill the County following the month for which services were rendered. County shall make payments in accordance with the terms of the Prompt Payment Act. Each monthly installment shall be at \$340,214.17, pro-rated for any partial months and subject to any reconciliations as set forth below.
- 8.1 MONTHLY RECONCILIATION PROCESS. Wellpath will provide a monthly reconciliation with the County for any amounts owed by either Party pursuant to the terms of this Agreement, including, but not limited to:
- 8.1.1 ADJUSTMENT FOR MADP. For each month reconciled, if the Jail's MADP is greater than 440 Inmates/Detainees, the compensation payable to Wellpath by the County shall be increased by the number of Inmates/Detainees over 440 at the per diem rate of \$4.31 per inmate per day. If the Jail's MADP is less than 440 Inmates/Detainees, Wellpath shall credit the County an amount equal to the number of Inmates/Detainees below 440 multiplied by the rate of \$4.31 per inmate per day.
- 8.1.2 ADJUSTMENTS FOR COSTS IN EXCESS OF CAP AMOUNTS. The quarterly reconciliation shall include any amounts paid by Wellpath in excess of the \$350,000 cap, as defined in Section 1.16.2.
- 8.1.3 ADJUSTMENTS FOR COSTS OF UNFILLED HOURS.
- 8.2 INVOICE DISPUTES. IF County disputes any portion of Wellpath's bills, the County shall notify Wellpath in writing at least five (5) days before the end of the month in which payment is due and may withhold the disputed amount subject to the resolution of the dispute. The County shall pay Wellpath in full within thirty (30) days of dispute resolution.

ARTICLE IX
TERM AND TERMINATION

- 9.0 TERM. The initial term of this AGREEMENT shall be from December 1, 2022, at 12:01 a.m. through November 30, 2025, at 11:59 p.m. This Agreement may be renewed for two (2) additional twelve (12) month periods upon mutual agreement of the Parties and with mutually agreed upon increases in accordance with Section 9.0.1, unless this Agreement is terminated or notice of termination is given, as set forth in this Article.
- 9.0.1 RENEWAL. Upon each subsequent renewal of this Agreement pursuant to Paragraph 9.0, the Parties shall negotiate an increase in accordance with CPI not to exceed 4% of the annual amount as defined in Paragraph 9.0.1.1.

9.0.1.1 CPI INCREASES. A CPI increase shall be calculated by multiplying the annual amount of the previous year by a fraction, the numerator of which is the Price Index for a defined month prior to the renewal date, and the denominator of which is the Price Index for the same month for the year immediately preceding the Agreement renewal date. However, the annual amount due for any year will not be less than the annual amount for the prior year. The "Price Index" is defined as the Consumer Price Index – All Urban Consumers, U.S. City Average, Medical Care Services (1982-84=100), published by the Bureau of Labor Statistics of the U.S. Department of Labor.

9.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this Agreement shall be subject to annual appropriations by the County.

9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for Wellpath and the County shall act in good faith and make every effort to give Wellpath reasonable advance notice of any potential problem with funding or appropriations.

9.1.2 If future funds are not appropriated for this Agreement, and upon exhaustion of existing funding, the County may terminate this Agreement without penalty or liability, by providing a minimum of thirty (30) days advance written notice to Wellpath.

9.2 TERMINATION DUE TO WELLPATH'S OPERATIONS. The County reserves the right to terminate this Agreement immediately upon written notification to Wellpath in the event that Wellpath discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. Both Parties agree that termination under this provision will be considered without cause.

9.3 TERMINATION FOR CAUSE. The Agreement may be terminated for cause under the following provisions:

9.3.1 TERMINATION BY Wellpath. Failure of the County to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by Wellpath upon sixty (60) days advance written notice to the County specifying the termination effective date and identifying the "basis for termination." The County shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice, the County shall have ten (10) days to provide a written response to Wellpath. If the County provides a written response to Wellpath which provides an adequate explanation for the "basis for termination" and the County cures the "basis for termination" to the satisfaction of the Wellpath, the sixty (60) day notice shall become null and void and this Agreement will remain in full force and effect. Termination under this provision shall be without penalty to Wellpath.

9.3.2 TERMINATION BY County. Failure of Wellpath to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by the County who shall provide sixty (60) days advanced written notice specifying the termination effective date and identifying the "basis for termination." The County shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice Wellpath shall have ten (10) days to provide a written response to the County. If Wellpath provides a written response to the County which provides an adequate explanation for the "basis of termination," or cures the "basis for termination" to the satisfaction of the County,

the sixty (60) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the County.

- 9.4 **TERMINATION WITHOUT CAUSE.** Notwithstanding anything to the contrary contained in this Agreement, the County or Wellpath may, without prejudice to any other rights it may have, terminate this Agreement for their convenience and without cause by giving sixty (60) days advance written notice to the other Party.
- 9.5 **COMPENSATION UPON TERMINATION.** If any of the above termination clauses are exercised by any of the Parties to this Agreement, the County shall pay Wellpath for all services rendered by Wellpath up to the date of termination of the Agreement regardless of the County's failure to appropriate funds, subject to setoff for any damages, losses or claims against the County resulting from or relating to Wellpath's performance or failure to perform under this Agreement.
- 9.6 **PROPERTY DISPOSITION UPON TERMINATION.** Upon termination of this Agreement, County shall have the option to purchase up to 14 days' worth of stock medications or supplies from Wellpath. Otherwise, Wellpath shall be allowed to remove from the Jail any stock medications or supplies purchased by Wellpath, and not paid for by the County, that have not been used at the time of termination. Wellpath shall also be allowed to remove its property from the Jail including its proprietary Policies and Procedures, Manuals, Training Material, and Forms.

ARTICLE X **LIABILITY AND RISK MANAGEMENT**

- 10.0 **INSURANCE COVERAGE.** Wellpath shall, at its sole cost and expense, procure and maintain during the term of this Agreement, the following coverage and limits of insurance:
- 10.0.1 **MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY.** Medical Malpractice/ Professional Liability insurance in an amount not less than \$3,000,000 per claim and \$6,000,000 aggregate.
- 10.0.2 **COMPREHENSIVE GENERAL LIABILITY.** Comprehensive General Liability insurance in an amount not less than \$3,000,000 per occurrence and \$6,000,000 in the aggregate.
- 10.0.3 **WORKER'S COMPENSATION.** Worker's Compensation coverage as required by applicable state law.
- 10.0.4 **BUSINESS AUTOMOTIVE LIABILITY INSURANCE.** Business automotive liability insurance including owned, hire and non-owned vehicles in an amount not less than \$1,000,000 per occurrence.
- 10.0.5 **UMBRELLA LIABILITY.** Umbrella liability insurance in an amount not less than \$2,000,000 in the aggregate.

Wellpath shall provide Kane County with a certificate of insurance upon execution of this agreement, wherein Kane County shall be named as the additional insured and certificate holder on the certificate of insurance with respect to the general liability, auto, and umbrella policies. Additionally, Wellpath shall provide blanket endorsements reflecting Kane County as an additional insured, with a waiver of subrogation and primary non-contributory language.

10.1 **PROOF OF INSURANCE.** Wellpath shall provide the County proof of professional liability or medical malpractice coverage for Wellpath's Health Care Staff, employees, agents and subcontractors, for the term services are provided under this Agreement. Wellpath shall promptly notify the County, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If Wellpath fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the County shall be entitled to terminate this Agreement without penalty to the County pursuant to the terms of Article IX.

10.2 **INDEMNIFICATION.** Wellpath agrees to defend, indemnify and hold harmless the County and the Sheriff and their respective officers, elected officials, agents, servants and employees, from any and all claims, actions, lawsuits, damages, judgments, liabilities and costs of any kind whatsoever, including without limitation attorney's fees and litigation expenses, arising out of (i) the negligent, reckless, willful or wanton acts and omissions of Wellpath, its agents, officers, employees, subcontractors, or independent contractors in the operation and maintenance of the aforesaid program of health care services, as conducted by Wellpath's employees, subcontractors, independent contractors and agents, (ii) tortious acts by Wellpath, its officers, employees, agents, subcontractors and independent contractors, (iii) personnel disputes of claims of whatsoever kind, including, but not limited to, claims involving work place injuries, involving employees, subcontractors, independent contractors and agents of Wellpath, (iv) noncompliance by Wellpath, its agents, employees, subcontractors or independent contractors, with any applicable laws or regulations of any governmental authority having jurisdiction over the services provided pursuant to this Agreement; and (v) Wellpath's (including its employees, agents, subcontractors and independent contractors) performance of this Agreement and/or Wellpath's (including its employees, agents, subcontractors and independent contractors) violation of any of the terms and conditions of this Agreement. Notwithstanding the foregoing, Wellpath will not be responsible for any claim, action, lawsuit, damages, judgment or liabilities to the extent it resulted from the negligent, willful or wanton acts or omissions of the County, the Sheriff or their respective officers, agents, servants or employees.

The County agrees to indemnify and hold harmless Wellpath, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of County, its agents, employees, or independent contractors.

The indemnified party agrees to promptly (within 60 days of service of process) notify the indemnifying party in writing of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim. Failure to provide such notice shall not relieve the indemnifying party of its obligations to provide indemnification. However, the indemnified party will be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

Within 30 days of notice to Wellpath of a lawsuit, we will inform the County or the Sheriff whether it is agreeing to defend, indemnify and hold harmless the County and the Sheriff and their respective officers, elected officials, agents, servants, and employees. Upon written notice of a claim, Wellpath shall take all steps necessary to promptly defend and protect the County from an indemnified claim, including retention of defense counsel, and Wellpath shall retain sole control of the defense while the action is pending, to the extent allowed by law.

The County agrees that Wellpath's indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred or effected prior to written notice to Wellpath as set forth above.

- 10.3 HIPAA. Wellpath, the County, Jail, and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this Agreement. The County, Jail, and their employees and agents shall indemnify and hold harmless Wellpath from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the County and its employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of Wellpath.

ARTICLE XI **MISCELLANEOUS**

- 11.0 INDEPENDENT CONTRACTOR STATUS. It is mutually understood and agreed, and it is the intent of the Parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the County to exercise control or direction over the manner or methods by which Wellpath, its employees, agents or subcontractors perform hereunder, or Wellpath to exercise control or direction over the manner or methods by which the County and its employees, agents or subcontractors perform hereunder, other than as provided in this Agreement.
- 11.1 SUBCONTRACTING. In performing its obligations under the Agreement, it is understood that Wellpath is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements Wellpath may engage physicians or other clinicians as independent contractors ("Contract Professionals"), rather than employees, in order to supply the clinical services required under this Agreement. Wellpath shall engage Contract Professionals that meet the applicable professional licensing requirements and Wellpath shall exercise administrative supervision over such Contract Professionals as necessary to insure the fulfillment of the obligations contained in this Agreement. Contract Professionals shall provide clinical services under this Agreement in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that Wellpath may subcontract for specialized services such as pharmacy, medical waste, medical supplies and other services or supplies which it is required to provide under this Agreement.
- 11.2 AGENCY. For purposes of asserting any statutory rights afforded to the County to pay providers for medical services at certain reduced rates, County designates Wellpath as their agent to assert such rights and privileges.
- 11.3 EQUAL EMPLOYMENT OPPORTUNITY. Wellpath will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. Wellpath will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.

- 11.4 **WAIVER OF BREACH.** The waiver of either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 11.5 **OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES.** The Parties acknowledge that Wellpath is neither bound by or aware of any other existing contracts to which the County is a party and which relate to the providing of health care to Inmates/Detainees at the Jail. The Parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that this Agreement is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.
- 11.6 **FORCE MAJEURE.** In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, , earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence, said Party is unable to prevent; the Party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 11.7 **MATERIAL CHANGES IN SCOPE OR CIRCUMSTANCES, OR EMERGENCY CIRCUMSTANCES.** If at any time during the Term of this Agreement, County requests a change in the scope, volume, quality/degree or quantum of services to be provided by Wellpath, or the scope of services set out herein must materially be changed as a result of any of the following, any of which would result in an increase to the cost of providing the services or which Wellpath notifies the client affects Wellpath's ability to provide the requested scope of services under the circumstances (a "**Material Change Circumstance**"), including, but not limited to any of the following:
- There is or are new, amended, and/or repealed law(s) or regulation(s) (including statutes, codes, Agency orders/memoranda, and/or case law), or changes to the Client's policies, procedures, practices, or circumstances, any or all of which render performance under the Agreement partially or completely impracticable or impossible under the Agreement's existing terms
 - The United States Food and Drug Administration ("FDA") or another regulatory body approves (or issues an emergency use authorization for) a new therapy/ies or treatment modality/ies, there are changes to legal/regulatory requirements concerning the treatment of Client's patients, and/or changes to the applicable regulations standard of care that materially impact the Contractor's ability to provide services and/or costs under the Agreement
 - Contractor's performance hereunder is impacted by any event related to a Public Health Emergency (PHE) declared pursuant to Section 319 of the Public Health Service Act, a Disaster declaration pursuant to the Stafford Act (2 U.S.C. §§ 5121-5207), or any similar announcement or proclamation made by the Federal Government or any Federal Agency, any Federally recognized Native American Tribe, or any State, County/Parish or Local Government pursuant to an analogous provision of Federal or non-Federal law or rule (each, an "**Emergency Circumstance**")

The parties shall follow the procedures outlined below:

In the event of the occurrence any **Material Change Circumstance**, upon notice from a Party, the Parties shall meet and in good faith re-negotiate the terms of this

Agreement. Neither Party shall unreasonably delay or withhold consent to such negotiations, or the proposed modifications resulting from such negotiations. In the event the Parties are not able to reach mutually acceptable changes to the Agreement after thirty (30) days, either Party may thereafter terminate the Agreement without cause upon providing ninety (90) days' notice thereafter

11.8 ASSIGNMENT. Except as otherwise provided herein, no Party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Parties; provided however, that Wellpath may assign its rights or delegate its duties to an affiliate of Wellpath, or in connection with the sale of all or substantially all of the stock assets or business of Wellpath, without the prior written consent of the other Parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.

11.9 NOTICES. Any notice of termination, requests, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the Parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the Party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the Party listed below:

If for Wellpath:
Wellpath LLC
Attn: Chief Legal Officer
3340 Perimeter Hill Drive
Nashville, TN 37211

If for County:
Kane County Sheriff's Office
Attn: Commander Osmani
37W755 Rt. 38
St. Charles, IL 60175

Such address may be changed from time to time by either Party by providing written notice as provided above.

11.10 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of laws or rules of any jurisdiction. Venue shall be the Sixteenth Judicial Circuit Court of Kane County, Illinois, or in the federal Northern District of Illinois.

11.11 EXECUTION AUTHORITY. By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable Party hereto and have the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

11.12 SURVIVAL. The following provisions will survive any termination or expiration of the Agreement: Article VIII, Article IX and Article X.

11.13 COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

11.14 TITLES OF PARAGRAPHS. Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

11.15 SEVERABILITY. In the event that any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

11.16 ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and Agreements that have been made in connection with the subject matter hereof. This Agreement may be amended at any time, but only with the written consent of all Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

Kane County, Illinois

By: _____

Title:

Wellpath LLC

By: _____

Cindy Watson

Title: President, Local Government East

Kane County Sheriff

By: _____

Ronald Hain

Title: Sheriff

EXHIBIT A – STAFFING MATRIX

Kane County (IL)									
TITLE	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Week	FTEs
Days									
H.S.A., RN (RN Administrator)	8	8	8	8	8			40	1.00
Medical Director	6		6		6			18	0.45
Administrative Assistant (Unit Clerk)	8	8	8	8	8			40	1.00
RN	12	12	12	12	12	12	12	84	2.10
LPN	12	12	12	12	12	12	12	84	2.10
EMT/CMA	16	16	16	16	16	8	8	96	2.40
Psychiatrist		6		6				12	0.30
Mental Health Coordinator	8	8	8	8	8			40	1.00
Mental Health Professional	8	16	8	16	8	8	8	72	1.80
Medical Records Clerk	8	8	8	8	8			40	1.00
Dentist		6		6				12	0.30
Dental Assistant		6		6				12	0.30
<i>Subtotal</i>								550	13.75
Evenings									
EMT/CMA	8	8	8	8	8	8	8	56	1.40
Mental Health Professional	8	8	8	8	8	8	8	56	1.40
<i>Subtotal</i>								112	2.80
Nights									
RN	12	12	12	12	12	12	12	84	2.10
LPN	12	12	12	12	12	12	12	84	2.10
<i>Subtotal</i>								168	4.20
TOTAL								830	20.75

Kane County Matrix

Kane County (IL)									Updated: 11/9/2022
TITLE	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Week	FTEs
Days									
H.S.A., RN (RN Administrator)	8	8	8	8	8			40	1.00
Medical Director	6		6		6			18	0.45
Administrative Assistant (Unit Clerk)	8	8	8	8	8			40	1.00
RN	12	12	12	12	12	12	12	84	2.10
LPN	12	12	12	12	12	12	12	84	2.10
EMT/CMA	16	16	16	16	16	8	8	96	2.40
Psychiatrist		6		6				12	0.30
Mental Health Coordinator	8	8	8	8	8			40	1.00
Mental Health Professional	8	16	8	16	8	8	8	72	1.80
Medical Records Clerk	8	8	8	8	8			40	1.00
Dentist		6		6				12	0.30
Dental Assistant		6		6				12	0.30
<i>Subtotal</i>								550	13.75
Evenings									
EMT/CMA	8	8	8	8	8	8	8	56	1.40
Mental Health Professional	8	8	8	8	8	8	8	56	1.40
<i>Subtotal</i>								112	2.80
Nights									
RN	12	12	12	12	12	12	12	84	2.10
LPN	12	12	12	12	12	12	12	84	2.10
<i>Subtotal</i>								168	4.20
TOTAL								830	20.75

STATE OF ILLINOIS)
)
) SS.
COUNTY OF KANE)

RESOLUTION NO. 23-23

APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE CITY OF ELGIN FOR THE EXECUTION OF THE 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

WHEREAS, the County of Kane, the City of Aurora and the City of Elgin have received a Edward Byrne Memorial Justice Assistance Grant (JAG) to be administered by the City of Aurora; and

WHEREAS, this Agreement is made under the authority of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to pay that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensate the performing party for the services or functions under this agreement; and

WHEREAS, the City of Aurora agrees to provide the County of Kane Twenty Thousand, Two Hundred Eighty-Six Dollars and No/100 (\$20,286.00) from the JAG award under the training category for the yearly subscription for the LEXIPOL policy and training program.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board that the Chairman thereof is hereby authorized to execute an intergovernmental agreement with the City of Aurora and City of Elgin for the execution of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award.

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving an Intergovernmental Agreement Between the City of Aurora and the City of Elgin for the Execution of the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award

Committee Flow:

Judicial Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Christie Duffy 630.208.2001

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

This authorizes an Intergovernmental Agreement with City of Aurora and the City of Elgin that will allow for the execution of the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award. It is anticipated that the Kane County Sheriff's Office will use its share of the funds under the training category to fund the yearly subscription to the LEXIPOL policy and training program. It is anticipated that Sheriff's Office will receive \$20,286.00 from the grant award.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA,
THE CITY OF ELGIN, AND THE COUNTY OF KANE, ILLINOIS**

2022 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement is made and entered into this 16th day of November , 2022, by and between the **COUNTY OF KANE** (hereinafter referred to as "COUNTY"), the **CITY OF AURORA**, and the **CITY OF ELGIN**, all of Kane County, State of Illinois, witnesseth:

WHEREAS, this Agreement is made under the authority of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the **CITY OF AURORA** agrees to provide the **COUNTY** \$20,286.00 from the JAG award for law enforcement policy maintenance; and,

WHEREAS, the **CITY OF AURORA** agrees to provide the **CITY OF ELGIN** \$14,533.00 from the JAG award for a law enforcement equipment; and

WHEREAS, the **CITY OF AURORA** retains \$32,801.00 from the JAG award for law enforcement equipment; and

WHEREAS, the **CITY OF AURORA**, the **CITY OF ELGIN**, and the **COUNTY** believe it to be in their best interests to reallocate the JAG funds accordingly,

NOW THEREFORE, the **COUNTY**, the **CITY OF AURORA**, and the **CITY OF ELGIN** agree as follows:

Section 1

The **CITY OF AURORA** agrees to pay **COUNTY** a total of \$20,286.00 of JAG funds.

The **CITY OF AURORA** agrees to pay the **CITY OF ELGIN** a total of \$14,533.00 of JAG funds.

The **CITY OF AURORA** retains \$32,801.00 of JAG funds.

The **CITY OF AURORA**, the **CITY OF ELGIN**, and **COUNTY** all agree that the amounts are subject to change should the grant award be less than or more than the anticipated total JAG fund award of \$67,621.00.

Section 2

COUNTY agrees to use \$20,286.00 for law enforcement policy maintenance until 09-30-2026.

The CITY OF ELGIN agrees to use \$14,533.00 for equipment until 09-30-2026.

Section 3

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by law.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY OF AURORA other than claims for which liability may be imposed by law.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY OF ELGIN other than claims for which liability may be imposed by law.

Section 4

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any liability that may arise from the furnishing of the services by the other party.

Section 5

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 6


By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF AURORA

CITY OF ELGIN


COUNTY OF KANE

Richard C. Irvin
Mayor, City of Aurora


Richard G. Kozal
City Manager, City of Elgin

Corrine Pierog
Chairwoman, Kane County

ATTEST:


Kimberly A. Dewis
City Clerk, City of Elgin

RESOLUTION
ACCEPTING GRANT OF THE DEPARTMENT OF JUSTICE FY2022 EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD FOR LAW
ENFORCEMENT EQUIPMENT AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT RELATING THERETO

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, ILLINOIS, that the City of Elgin, Illinois hereby accepts the Department of Justice FY2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award in the amount of \$14,533 for law enforcement equipment.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, ILLINOIS, that Richard G, Kozal, City Manager, and Kimberly A. Dewis, City Clerk, be and are hereby authorized and directed to execute an Intergovernmental Agreement on behalf of the City of Elgin with County of Kane and City of Aurora, regarding the 2022 Justice Assistance Grant (JAG) Program Award for law enforcement equipment, a copy of which is attached hereto and made a part hereof by referenced.

s/ David J. Kaptain
David J. Kaptain, Mayor

Presented: November 16, 2022
Adopted: November 16, 2022
Omnibus Vote: Yeas: 8 Nays: 0

Attest:

s/ Kimberly Dewis
Kimberly Dewis, City Clerk

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 23-24

AUTHORIZING PARTICIPATION IN THE APPELLATE PROSECUTOR PROGRAM

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board, in regular session, this the 10th day of January, 2023 does hereby support the continued operation of the Office of the State’s Attorneys Appellate Prosecutor, and designates the Office of the State’s Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for Kane County.

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

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

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

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

BE IT FURTHER RESOLVED that the Kane County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor, commencing on December 1, 2022 and ending November 30, 2023, by hereby appropriating the sum of \$48,000.00 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorney Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the stated twelve-month period.

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Participation in the Appellate Prosecutor Program

Committee Flow:

Judicial Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Erin Brady, 630.208.5331

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$48,000
If not budgeted, explain funding source: N/A	

Summary:

This resolution authorizes the continued operation of the Office of the State's Attorneys Appellate Prosecutor to administer certain operations in Kane County as set forth in 725 ILCS 210/1, et seq. Each year the Office of the State's Attorney Appellate Prosecutor offers or contributes the following to the Kane County State's Attorney's Office. 1. criminal and civil appeals; 2. assistance at trial and appeal of tax objection cases; 3. specialized service by their Local Drug Prosecution Support Unit to assist in research, trial, and appeal of drug cases with a particular emphasis on asset tracking and forfeiture; 4. comprehensive training programs for prosecution provided by their Continuing Legal Education Division approved with MCLE credits.

STATE OF ILLINOIS)
 SS.
COUNTY OF KANE)

RESOLUTION NO. 23-25

**AUTHORIZING AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL
HEALTHCARE SERVICES BETWEEN THE COUNTY OF KANE AND THE
KANE COUNTY CHILD ADVOCACY CENTER AND THE BOARD OF
TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

WHEREAS, in 2021, the County of Kane and the Kane County Child Advocacy Center and the Board of Trustees of the University of Illinois executed an intergovernmental agreement for the provision of pediatric physician and nurse practitioner services in the Child Advocacy Center Annex (the “Services”), which agreement was subsequently amended to extend its terms for an additional year; and

WHEREAS, it was recently determined that remediation must take place within the Child Advocacy Center Annex and that the Services may not be provided until that remediation is completed and the building is deemed suitable for the providers and recipients of the Services

WHEREAS, the parties seek to amend their agreement to provide for the temporary suspension of, and payment for, the Services until the remediation work has been completed.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute on behalf of the County of Kane an Amendment 2 to the Intergovernmental Agreement between the County of Kane, the Kane County, and the Board of Trustees of the University of Illinois consistent with the terms set forth herein.

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Amendment No. 2 Agreement for the Professional Healthcare Services Between the County of Kane and the Kane County Child Advocacy Center and the Board of Trustees of the University of Illinois

Committee Flow:

Judicial Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Erin Brady, 630.208.5331

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

This resolution authorizes the temporary suspension of, and payment for, contractual services provided by the Board of Trustees of the University of Illinois at the Kane County Child Advocacy Center Annex until the completion of remediation services within the building.

STATE OF ILLINOIS)
 SS.
COUNTY OF KANE)

RESOLUTION NO. 23-26

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH OGLE COUNTY FOR JUVENILE DETENTION SERVICES

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any matter not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved provided that the unit of local government contracting with the county has authority to perform the service; and

WHEREAS, Ogle County desires to enter into an intergovernmental agreement with Kane County wherein Kane County will guarantee housing for Ogle County minors at its Juvenile Justice Center with a per diem charge of \$175 (one hundred and seventy-five dollars) per day per minor; and

WHEREAS, the intergovernmental agreement with Ogle County commences on date of signing by both parties, and will continue for a period of three (3) years until December 1, 2025. This agreement may be amended with the written consent of all parties hereto and, provided a need continues to exist, may be renewed thirty (30) days prior to the expiration date for a period not to exceed one (1) year for each renewal.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to enter into an agreement with the County of Ogle (a copy of which shall be filed with the Kane County Clerk) for Juvenile Detention Services.

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing an Intergovernmental Agreement with Ogle County for Juvenile Detention Services

Committee Flow:

Judicial Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Mike Davis – 630.406.7468

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$ N/A
If not budgeted, explain funding source: N/A	

Summary:

This resolution is for a three (3) year intergovernmental agreement with Ogle County to provide juvenile detention services for Ogle County minors in need of such services. The previous 2-year intergovernmental agreement, Resolution 20-418, expires on December 1, 2022.

Kane County will house Ogle County minors at its Juvenile Justice Center with a per diem charge of One Hundred Seventy-Five Dollars (\$175) per day per minor. The new intergovernmental agreement is to commence on the date of acceptance by both parties and will expire on December 1, 2025.



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing an Intergovernmental Agreement with Stephenson County for Juvenile Detention Services

Committee Flow:

Judicial Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Mike Davis – 630.406.7468

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$ N/A
If not budgeted, explain funding source: N/A	

Summary:

This resolution is for a three (3) year intergovernmental agreement with Stephenson County to provide juvenile detention services for Stephenson County minors in need of such services. The previous 3-year intergovernmental agreement, Resolution 19-399, expires on December 1, 2022.

Kane County will house Stephenson County minors at its Juvenile Justice Center with a per diem charge of One Hundred Seventy-Five Dollars (\$175) per day per minor. The new intergovernmental agreement is to commence on the date of acceptance by both parties and will expire on December 1, 2025.

STATE OF ILLINOIS)
 SS.
COUNTY OF KANE)

RESOLUTION NO. 23-28

**AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH LEE
COUNTY FOR JUVENILE DETENTION SERVICES**

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any matter not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved provided that the unit of local government contracting with the county has authority to perform the service; and

WHEREAS, Lee County desires to enter into an intergovernmental agreement with Kane County wherein Kane County will guarantee housing for Lee County minors at its Juvenile Justice Center with a per diem charge of \$175 (one hundred and seventy-five dollars) per day per minor; and

WHEREAS, the intergovernmental agreement with Lee County commences on the date of signing by both parties and will continue for a period of three (3) years until December 1, 2025. This agreement may be amended with the written consent of all parties hereto and, provided a need continues to exist, may be renewed thirty (30) days prior to the expiration date for a period not to exceed one (1) year for each renewal.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to enter into an agreement with the County of Lee (a copy of which shall be filed with the Kane County Clerk) for Juvenile Detention Services.

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing an Intergovernmental Agreement with Lee County for Juvenile Detention Services

Committee Flow:

Judicial Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Mike Davis – 630.406.7468

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$ N/A
If not budgeted, explain funding source: N/A	

Summary:

This resolution is for a three (3) year intergovernmental agreement with Lee County to provide juvenile detention services for Lee County minors in need of such services. The previous 3-year intergovernmental agreement, Resolution 19-433, expires on December 1, 2022.

Kane County will house Lee County minors at its Juvenile Justice Center with a per diem charge of One Hundred Seventy-Five Dollars (\$175) per day per minor. The new intergovernmental agreement is to commence on the date of acceptance by both parties and will expire on December 1, 2025.

STATE OF ILLINOIS)
) SS.
 COUNTY OF KANE)

RESOLUTION NO. 23-29

AUTHORIZING AN ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE COUNTY OF KANE TO PROVIDE JUVENILE DETENTION SERVICES

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any matter not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved provided that the unit of local government contracting with the county has authority to perform the service; and

WHEREAS, DuPage County desires to maintain its intergovernmental agreement with Kane County wherein Kane County will guarantee housing for DuPage County minors at its Juvenile Justice Center with a per diem charge of \$175 (one hundred and seventy-five dollars) per day per minor; and

WHEREAS, the addendum to the intergovernmental agreement with DuPage County commences upon agreement and signature by both parties, and will continue until the expiration of the current agreement on February 1, 2024. This agreement may be amended with the written consent of all parties hereto and, provided a need continues to exist, may be renewed thirty (30) days prior to the expiration date for a period not to exceed one (1) year for each renewal.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to enter into an agreement with the County of DuPage (a copy of which shall be filed with the Kane County Clerk) for Juvenile Detention Services.

Passed by the Kane County Board on January 10, 2023.

 John A. Cunningham
 Clerk, County Board
 Kane County, Illinois

 Corinne M. Pierog MA, MBA
 Chairman, County Board
 Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

AUTHORIZING AN ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE COUNTY OF KANE TO PROVIDE JUVENILE DETENTION SERVICES

Committee Flow:

Judicial Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Michael J. Davis – 630.406.7468

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$ N/A
If not budgeted, explain funding source: N/A	

Summary:

This resolution is for an addendum to the current intergovernmental agreement with DuPage County, 20-15, which passed the County Board on January 14, 2020, to provide juvenile detention services for DuPage County minors in need of such services.

Kane County will guarantee housing for DuPage County minors at its Juvenile Justice Center with a per diem charge of One Hundred Seventy-Five Dollars (\$175) per day per minor. The addendum to the current intergovernmental agreement is to commence on December 1, 2022, and will continue until the current agreement expires on February 1, 2024.

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 23-30

AUTHORIZING AN ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF MCHENRY AND THE COUNTY OF KANE TO PROVIDE JUVENILE DETENTION SERVICES

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any matter not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved provided that the unit of local government contracting with the county has authority to perform the service; and

WHEREAS, McHenry County desires to maintain its intergovernmental agreement with Kane County wherein Kane County will guarantee housing for McHenry County minors at its Juvenile Justice Center with a per diem charge of \$175 (one hundred and seventy-five dollars) per day per minor; and

WHEREAS, the addendum to the intergovernmental agreement with McHenry County commences on December 1, 2022, and will continue until the expiration of the current agreement on December 1, 2023. This agreement may be amended with the written consent of all parties hereto and, provided a need continues to exist, may be renewed thirty (30) days prior to the expiration date for a period not to exceed one (1) year for each renewal.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to enter into an agreement with the County of McHenry (a copy of which shall be filed with the Kane County Clerk) for Juvenile Detention Services.

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

AUTHORIZING AN ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF MCHENRY AND THE COUNTY OF KANE TO PROVIDE JUVENILE DETENTION SERVICES

Committee Flow:

Judicial Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Michael J. Davis – 630.406.7468

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$ N/A
If not budgeted, explain funding source: N/A	

Summary:

This resolution is for an addendum to the current intergovernmental agreement with McHenry County, 19-434, which passed the County Board on December 10, 2019, to provide juvenile detention services for McHenry County minors in need of such services.

Kane County will guarantee housing for McHenry County minors at its Juvenile Justice Center with a per diem charge of One Hundred Seventy-Five Dollars (\$175) per day per minor. The addendum to the current intergovernmental agreement is to commence on December 1, 2022, and will continue until the current agreement expires on December 1, 2023.

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 23-31

AUTHORIZING OPIOID RESPONSE COMMUNITY IMPLEMENTATION PROJECTS

WHEREAS, according to the Center for Disease Control, from 1999 to 2020, more than 500,000 Americans have died from an opioid overdose (including Rx and illicit opioids), which is seen as an epidemic; and

WHEREAS, , in 2021, there were 419 overdoses that included transport to a Kane County Hospital and the Kane County Coroner’s Office reported 99 fatal overdoses; and

WHEREAS, as part of the 2020 comprehensive community health assessment conducted by the Kane County Health Department, mental health and substance use were identified as top health priorities in Kane County; and

WHEREAS, the Kane County Health Department carries out opioid overdose response strategies through the Illinois Department of Human Services State Opioid Response grant, and

WHEREAS, these activities are essential to combat the opioid epidemic and reduce overdose-related mortality for the residents of Kane County, and

WHEREAS, the Kane County Health Department issued a competitive Request for Proposals to identify projects that will reduce overdoses through community led efforts that include improving access to naloxone, increasing utilization of recovery coaches, conducting street outreach, utilizing harm reduction strategies and enhancing linkages to treatment opportunities, so.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board that the Health Department be authorized to purchase contractual services for an amount not to exceed one hundred sixty-five thousand three hundred dollars (\$165,300.00) and include the following projects: African American Men of Unity-\$25,000, AID-\$35,000, Echo Development Center-\$20,000, Ecker Center-\$18,000, Kane County Collaborative Diversion/SAO- \$15,000, Lighthouse Recovery-\$40,000, Path to Recovery Foundation-\$12,300

Line Item: 350.580.656.50150

Line Item Description: Contractual Services

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Y

Are funds currently available for this Personnel/Item/Service in the specific line item? Y

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Opioid Response Community Implementation Projects

Committee Flow:

Public Health Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Michael Isaacson, 630-208-3140

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$165,300
If not budgeted, explain funding source: N/A	

Summary:

This resolution authorizes the Health Department to purchase contractual services from several community organizations in Kane County to carry out opioid overdose reduction strategies as part of the Illinois Department of Human Services State Opioid Response grant program. Activities carried out by contractors will include targeted messaging around benefits of carrying naloxone, and linkages to treatment opportunities to increase harm reduction efforts.

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 23-32

APPROVING THE PURCHASE OF TWO (2) REPLACEMENT VEHICLES FOR THE SHERIFF’S OFFICE FOR PATROL DIVISION

WHEREAS, the Sheriff’s Office needs to replace two (2) vehicles for the Patrol Division; and

WHEREAS, the replacement vehicles were budgeted for under FY23 New Vehicle Fund; and

WHEREAS, the most responsive vendor for the 2023 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5’ Box 145” WB, FPR308 is National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076, which provided a price of Forty-Nine Thousand, Four Hundred Ninety-Three Dollars and No/100 (\$49,493.00) which includes the delivery fee per vehicle under Sourcewell Contract 091521-NAF. Upfitting of police equipment will be purchased through Chicago Parts and Sound, 7701 183rd Street, Tinley Park, IL 60477, at a price of Four Thousand Dollars and No/100 (\$4,000.00) per vehicle.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board and the Chairman thereof that the Sheriff of Kane County is authorized to enter into contracts with National Auto Fleet Group for a total of \$98,987.00 and Chicago Parts and Sound for a total of \$8,000 for the purchase of police vehicles.

Line Item: 125.800.821.70070

Line Item Description: New Vehicle Fund

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving the Purchase of Two (2) Replacement Vehicles for the Sheriff's Office for Patrol Division

Committee Flow:

Judicial Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Christie Duffy 630.208.2001

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$106,987.00
If not budgeted, explain funding source: N/A	

Summary:

This resolution approves the purchase of two (2) replacement vehicles for the Sheriff's Office Patrol Division. The vehicles meet the County's replacement standards, and the existing units have reached the end of their useful life.



National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

8/22/2022

Quote ID: **21110**

Order Cut Off Date: **8/19/2022**

Mr Timothy Keovongsak
Kane County Purchasing Department
719 S. Batavia Ave Bldg. A
Geneva, Illinois, 60134

Dear Timothy Keovongsak,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Two (2) New/Unused (2023 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box 145" WB, FPR308) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (2)	Est. Lease Per Unit To Own	Total Savings
Contract Price	\$53,470.00	\$49,493.26	7.437 %	\$98,986.52	36 Months	\$1,499.65
FPR308						\$7,953.48
Tax (0.0000 %)		\$0.00		\$0.00	48 Months	\$1,143.29
Tire fee		\$0.00		\$0.00	60 Months	\$935.42
Total		\$49,493.26		\$98,986.52		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF to purchase or Sourcewell contract 032615-NCL to lease to own.** Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Office Dpt
Account Manager
Email: Office@nationalautofleetgroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

For information regarding the leasing options, please contact:

**Chris Canavati
National Cooperative Leasing
chris@lscfinancial.com
320-763-7600**

NJPA contract number 032615-NCL





Vehicle Configuration Options

ENGINE	
Code	Description
998	ENGINE: 3.5L V6 ECOBOOST, -inc: 120-MPH top speed (STD)
TRANSMISSION	
Code	Description
44G	TRANSMISSION: ELECTRONIC 10-SPEED AUTOMATIC, -inc: selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic w/progressive range select (STD)
PRIMARY PAINT	
Code	Description
UM	AGATE BLACK METALLIC
PAINT SCHEME	
Code	Description
__	STANDARD PAINT
SEAT TYPE	
Code	Description
PB	BLACK, CLOTH 40/BLANK/40 FRONT-SEATS, -inc: reduced bolsters, 8-way power driver/manual passenger, center-section deleted, (Restraint control module cover provided) and vinyl rear bench
OPTION PACKAGE	
Code	Description
150A	EQUIPMENT GROUP 150A BASE
ADDITIONAL EQUIPMENT	
Code	Description
47P	POLICE ENGINE IDLE FEATURE, -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling
59S	HIGH-INTENSITY LED SECURITY APPROACH LAMPS, -inc: LED sideview mirror lights, NOTE: LED sideview mirror lights are not directional police spot lamps
54R	POWER GLASS HEATED SIDEVIEW MIRRORS, -inc: manual folding, turn signal and black skull caps, Interior Auto-Dimming Rearview Mirror
18B	BLACK PLATFORM RUNNING BOARDS
96W	TOUGH BED SPRAY-IN BEDLINER
595	FOG LAMPS
67P	REMOTE KEYLESS-ENTRY KEY FOB W/O KEY PAD, -inc: Less PATS, 4-key fobs, Note: Available w/Keyed Alike, However, key fobs are not fobbed alike when ordered w/Keyed Alike, perimeter anti-theft alarm
85H	BACKUP ALARM SYSTEM
91B	BLIND SPOT MONITORING SYSTEM W/CROSS TRAFFIC ALERT, -inc: BLIS

2023 Fleet/Non-Retail Ford F-150 Police Responder XL 4WD SuperCrew 5.5' Box 145" WB

WINDOW STICKER

2023 Ford F-150 Police Responder XL 4WD SuperCrew 5.5' Box 145" WB

CODE	MODEL	MSRP
W1P	2023 Ford F-150 Police Responder XL 4WD SuperCrew 5.5' Box 145" WB	\$48,875.00
OPTIONS		
998	ENGINE: 3.5L V6 ECOBOOST, -inc: 120-MPH top speed (STD)	\$0.00
44G	TRANSMISSION: ELECTRONIC 10-SPEED AUTOMATIC, -inc: selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic w/progressive range select (STD)	\$0.00
UM	AGATE BLACK METALLIC	\$0.00
—	STANDARD PAINT	\$0.00
PB	BLACK, CLOTH 40/BLANK/40 FRONT-SEATS, -inc: reduced bolsters, 8-way power driver/manual passenger, center-section deleted, (Restraint control module cover provided) and vinyl rear bench	\$0.00
150A	EQUIPMENT GROUP 150A BASE	\$0.00
47P	POLICE ENGINE IDLE FEATURE, -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling	\$260.00
59S	HIGH-INTENSITY LED SECURITY APPROACH LAMPS, -inc: LED sideview mirror lights, NOTE: LED sideview mirror lights are not directional police spot lamps	\$175.00
54R	POWER GLASS HEATED SIDEVIEW MIRRORS, -inc: manual folding, turn signal and black skull caps, Interior Auto-Dimming Rearview Mirror	\$305.00
18B	BLACK PLATFORM RUNNING BOARDS	\$250.00
96W	TOUGH BED SPRAY-IN BEDLINER	\$595.00
595	FOG LAMPS	\$140.00
67P	REMOTE KEYLESS-ENTRY KEY FOB W/O KEY PAD, -inc: Less PATS, 4-key fobs, Note: Available w/Keyed Alike, However, key fobs are not fobbed alike when ordered w/Keyed Alike, perimeter anti-theft alarm	\$340.00
85H	BACKUP ALARM SYSTEM	\$145.00
91B	BLIND SPOT MONITORING SYSTEM W/CROSS TRAFFIC ALERT, -inc: BLIS	\$590.00

Please note selected options override standard equipment

SUBTOTAL	\$51,675.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,795.00
TOTAL PRICE	\$53,470.00

Est City: 19 (2022) MPG
 Est Highway: 24 (2022) MPG
 Est Highway Cruising Range: 432.00 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 3.5L V6 EcoBoost -inc: 120-MPH top speed
Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic w/progressive range select
Electronic Locking w/3.31 Axle Ratio
GVWR: 7,050 lbs Payload Package
Electronic Transfer Case
Automatic Full-Time Four-Wheel Drive
80-Amp/Hr 800CCA Maintenance-Free Battery w/Run Down Protection
HD 240 Amp Alternator
Class IV Trailer Hitch Receiver -inc: 4-pin/7-pin wiring harness and smart trailer tow connector (includes BLIS w/trailer tow coverage where BLIS available)
Towing Equipment -inc: Trailer Sway Control
3 Skid Plates
Police/Fire
2030# Maximum Payload
HD Shock Absorbers
Front HD Anti-Roll Bar
Off-Road Suspension
Electric Power-Assist Speed-Sensing Steering
26 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake

EXTERIOR

Wheels: 18" 6-Spoke Silver Aluminum
Tires: LT265/70R18 BSW A/T
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim
Black Door Handles
Black Power Side Mirrors w/Manual Folding
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off Cargo Lamp w/High Mount Stop Light

ENTERTAINMENT

Radio: AM/FM Stereo w/6 Speakers
Radio w/Seek-Scan, Speed Compensated Volume Control and Radio Data System
SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App Catalog, 911 assist, Apple CarPlay and Android Auto compatibility, digital owners manual and wireless software updates capability
Fixed Antenna

INTERIOR

Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer
Power Rear Windows
Fleet Telematics Modem Selective Service Internet Access
Front Cupholder
Rear Cupholder
Compass
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Glove Box
Cloth 40/Blank/40 Front-Seats -inc: reduced bolsters, 8-way power driver/manual passenger, center-section deleted, (Restraint control module cover provided) and vinyl rear bench
Interior Trim -inc: Cabback Insulator and Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Fleet Telematics Modem Tracker System
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Power Door Locks w/Autolock Feature
Redundant Digital Speedometer
Outside Temp Gauge
Analog Appearance
Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
2 12V DC Power Outlets
Air Filtration

SAFETY

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
--

ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Reverse Sensing System Rear Parking Sensors
Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB)
Collision Mitigation-Front
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Dynamic Hitch Assist Back-Up Camera



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

Establishing Guidelines for Releasing General Fund Contingency Budgets for New Personnel, and Adult Board & Care Expense

Committee Flow: Finance and Budget Committee, Executive Committee, County Board

Contact: Joseph Onzick, 630.208.5113

Budget Information:

Was this item budgeted? N/A	Appropriation Amount:
If not budgeted, explain funding source:	

Summary:

This resolution establishes guidelines for releasing General Fund contingency set aside in the FY23 budget.

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 23-34

AUTHORIZING EXECUTION OF ISDA BILATERAL IBOR SUPPLEMENT AMENDMENT AGREEMENT WITH FIFTH THIRD BANK FOR CRANE ROAD ESTATES SPECIAL SERVICE AREA

WHEREAS, in November, 2011, the County executed a promissory note ("Promissory Note") with MB Financial Bank, N.A., predecessor in interest to Fifth Third Bank (the "Lender"), in the amount of \$950,000.00, in connection with the Crane Road Estates Special Service Area; and

WHEREAS, said Promissory Note provided for a variable interest rate based on the One Month London Interbank Offered Rate (the "Index"), and further provided that if the Index became unavailable during the term of the loan, the Lender may designate a substitute index after notifying the Borrower; and

WHEREAS, the Lender has notified the County that the Index is no longer available, and the Lender will be designating the Secured Overnight Financing Rate ("SOFR") as the substitute index, and further adopting the International Swaps and Derivatives Association ("ISDA") fallback protocol in the event SOFR is discontinued; and

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the County Board and the County Clerk are hereby authorized to execute the ISDA Bilateral IBOR Supplement Amendment Agreement, attached hereto as Exhibit A, with Fifth Third Bank, in connection with the calculation of the variable interest rate for the November, 2011 Promissory Note for the Crane Road Estates Special Service Area.

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

Authorizing Execution of ISDA Bilateral IBOR Supplement Amendment Agreement with Fifth Third Bank for Crane Road Estates Special Service Area

Committee Flow: Finance and Budget Committee, Executive Committee, County Board

Contact: Michele Niermann, 630-208-5325

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source:	

Summary:

This resolution authorizes the ISDA Bilateral IBOR Supplement Amendment Agreement with Fifth Third Bank, in connection with the calculation of the variable interest rate for the November 2011 Promissory Note for Crane Road Estates Special Service Area..



International Swaps and Derivatives Association, Inc.

AMENDMENT

dated as of July 19, 2022

between

FIFTH THIRD BANK, NATIONAL ASSOCIATION
("Party A")

and

The party or parties set forth on the signature page hereof under the heading "Party B"
(Individually and collectively as the context may require, "Party B")

On October 23, 2020, the International Swaps and Derivatives Association, Inc. ("ISDA") published the ISDA 2020 IBOR Fallbacks Protocol (as may be amended from time to time, "**IBOR Fallbacks Protocol**") to enable parties to Protocol Covered Documents to amend the terms of those documents by introducing new triggers and fallbacks for certain interbank offered rates referred to in those documents.

The parties have previously entered into one or more Amendment Covered Documents and have now agreed to amend the relevant Amendment Covered Documents as set out in this amendment (this "**Amendment**").

For the purposes of Section 8.5 and Section 8.6 of the 2006 ISDA Definitions, the terms of this Amendment will not constitute "Overriding Fallback Provisions".

Accordingly, in consideration of the mutual agreements contained in this Amendment, the parties agree as follows:

1. Incorporation of the terms of the IBOR Fallbacks Protocol

From and including the Amendment Effective Date, the terms of the Attachment to the IBOR Fallbacks Protocol are incorporated into and apply to each Amendment Covered Document and any transaction thereunder.

For the purposes of this Amendment, (i) the parties will each be deemed to be an 'Adhering Party' with respect to the IBOR Fallbacks Protocol as between themselves, (ii) references in the IBOR Fallbacks Protocol to a 'Protocol Covered Document' will be deemed to include references to each Amendment Covered Document and (iii) each Amendment Covered Document which (A) references a Relevant IBOR "as defined" in, or otherwise provides that the Relevant IBOR has the meaning given in, a Covered ISDA Definitions Booklet (regardless of whether such Covered ISDA Definitions Booklet is incorporated in full in that Amendment Covered Document), or (B) references a Relevant IBOR (howsoever defined), will be deemed to be a Protocol Covered Document to which, respectively, paragraph 5 or paragraph 6 of the Attachment to the IBOR Fallbacks Protocol applies.

If each of the parties subsequently becomes or is an Adhering Party to the IBOR Fallbacks Protocol by delivering an Adherence Letter to ISDA in accordance with the IBOR Fallbacks Protocol, to the extent that there is any inconsistency between this Amendment and the IBOR Fallbacks Protocol, this Amendment shall prevail in respect of each Amendment Covered Document.

2. Further Amendments

- 2.1. Notwithstanding anything contained in this Amendment, any modifications previously agreed by the parties in any Amendment Covered Document to the definition of USD-LIBOR-BBA in respect of the number and/or the type of Banking Days shall be preserved in the definition of USD-LIBOR-BBA as otherwise amended as set forth herein.
- 2.2. Notwithstanding anything contained in any Amendment Covered Document to the contrary, if the applicable Covered ISDA Definitions Booklet referenced in any Amendment Covered Document is a Covered ISDA Definitions Booklet other than the 2006 ISDA Definitions published by ISDA and as amended from time to time, any reference to or incorporation of any Covered ISDA Definitions Booklet contained, referenced or incorporated in any such Amendment Covered Document shall be deemed to be a reference to the 2006 ISDA Definitions published by ISDA and as amended from time to time (including, without limitation, as amended by this Amendment).

3. Representations

- 3.1. Each party represents to the other party that all representations made by such party in any Amendment Covered Document (as amended by this Amendment) are true and accurate in every material respect as of the Amendment Effective Date.
- 3.2. Each party repeats on the date of this Amendment and, if different, the Amendment Effective Date the representations set out in Section 3 of the Relevant Master Agreement and any additional representations set out therein (if applicable) as if references therein to “this Agreement” or “any Credit Support Document” were to “this Amendment”.

4. Miscellaneous

4.1. Entire Agreement; Restatement; No Waiver

- 4.1.1. This Amendment constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto. Each party hereto acknowledges that, in entering into this Amendment, it has not relied on any oral or written representation, warranty or other assurance of the other party, and waives all rights and remedies which might otherwise be available to it in respect thereof, except that nothing in this Amendment will limit or exclude any liability of a party for fraud.
- 4.1.2. Except for any amendment to an Amendment Covered Document made pursuant to this Amendment, all terms and conditions of an Amendment Covered Document will continue in full force and effect in accordance with its provisions. References to an Amendment Covered Document will be references to the relevant Amendment Covered Document as amended by this Amendment. Except as explicitly stated in this Amendment, nothing herein shall constitute a waiver or release of any rights of

any party under any Amendment Covered Document to which such party is a party or a provider or recipient of credit support.

4.2. **Amendments**

No amendment, modification or waiver in respect of the matters contemplated by this Amendment will be effective unless made in accordance with the terms of the relevant Amendment Covered Document.

4.3. **Counterparts**

This Amendment may be executed and delivered in counterparts (including transmission by facsimile, electronic messaging system or e-mail), each of which will be deemed an original.

4.4. **Heading**

The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.

4.5. **Governing Law**

This Amendment (and, to the extent possible, any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with the laws of the State of New York (without reference to choice of law doctrine), provided that the amendments to each Amendment Covered Document shall be governed by and construed in accordance with the law governing that Amendment Covered Document.

4.6. **Jurisdiction**

Solely for purposes of any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Amendment, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute in relation to any non-contractual obligations arising out of or in connection with it (“**Proceedings**”), each party irrevocably:

- 4.6.1. submits to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City;
- 4.6.2. waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party; and
- 4.6.3. agrees, to the extent permitted by applicable law, that the bringing of Proceedings in any one or more jurisdictions will not preclude the bringing of Proceedings in any other jurisdiction,

provided that in respect of any Proceedings relating to the amendments made by this Amendment to any Amendment Covered Document, the parties irrevocably agree to submit to the jurisdiction of the courts (or any alternate dispute resolution process) to

which the parties have previously agreed in such Amendment Covered Document, to the same extent as previously agreed in respect of the exclusive or non-exclusive jurisdiction of such agreed courts (or alternate dispute resolution process).

4.7. **Service of Process**

Each party irrevocably appoints the Process Agent, if any, specified opposite its name in the Relevant Master Agreement to receive, for it and on its behalf, service of process in any disputes arising out of this Amendment or any non-contractual obligations arising out of or relating to it. If for any reason either party's Process Agent is unable to act as such, such party will promptly notify the other party and within 30 days appoint a substitute process agent acceptable to the other party. The parties irrevocably consent to service of process given in the manner provided for notice in the Relevant Master Agreement.

4.8. **Waiver of Trial by Jury**

EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AMENDMENT. EACH PARTY ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AMENDMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS IN THIS WAIVER OF TRIAL BY JURY PROVISION.

5. **Definitions**

Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the IBOR Fallbacks Protocol or, if not defined in the IBOR Fallbacks Protocol, shall have the meanings given to them in the relevant Amendment Covered Document (including any definitions published by ISDA and incorporated therein).

For the purposes of this Amendment, the following terms will have the following meanings:

"Amendment Covered Document" means, as at the Amendment Effective Date, any document entered into between the parties hereto that would be a Protocol Covered Document if each of the parties hereto had adhered to the IBOR Fallbacks Protocol.

"Amendment Effective Date" means the date of this Amendment.

"Relevant Master Agreement" means, in respect of an Amendment Covered Document, the ISDA Master Agreement to which such Amendment Covered Document relates or, if the Amendment Covered Document is an ISDA Master Agreement, such ISDA Master Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Amendment on the respective dates specified below with effect from the Amendment Effective Date.

PARTY A:

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By:

Name:

Title:

Date:

PARTY B:

COUNTY OF KANE - CRANE ROAD ESTATES SPECIAL SERVICE AREA

By:

Name:

Title:

Date:

STATE OF ILLINOIS)
) SS.
 COUNTY OF KANE)

RESOLUTION NO. 23-35

APPROVING NOVEMBER 2022 CLAIMS PAID

WHEREAS, according to the Kane County Code Section 2-193 Expenditure of Funds for Settlement of Claims B. Monthly Reports of Claims: The county auditor shall file a monthly report of all claims paid in the prior month to the County Chair and all other members of the County Board. For each claim paid, the monthly report shall identify the claimant, the nature of the claim and the official or department, if any, against which the claim was made, the fund from which the payment was made, the amount of the payment and the date the check was issued; and

WHEREAS, according to the Kane County Financial Policies 8. Disbursement Policies b): A report shall be run monthly by the Auditor of all claims paid. Said report shall be available to all members of the County Board in the office of the County Board Chair. For each claim paid, the report shall identify the creditor, the department or official which purchased the product or service, the fund from which the payment was made, the amount of the payment and the date the check was issued; and

WHEREAS, , the County Auditor has examined the attached Claims Paid Report for claims against Kane County totaling \$10,656,648.49; and

WHEREAS, the County Auditor, in accordance with Ordinance No. 97-56, has recommended the payment of all claims on the attached Claims Paid Report; and

WHEREAS, the claims on the attached Claims Paid Report have been paid; and

WHEREAS, the County Board finds all claims on the Claims Paid Report to be due and payable.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board that payment of the claims totaling Ten Million, Six Hundred fifty-six Thousand, Six Hundred forty-eight Dollars and forty-nine Cents (\$10,656,648.49) on the attached Claims Paid Report is acknowledged and approved.

Passed by the Kane County Board on January 10th, 2023.

 John A. Cunningham
 Clerk, County Board
 Kane County, Illinois
 Vote:

 Corinne M. Pierog MA, MBA
 Chairman, County Board
 Kane County, Illinois



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving November 2022 Claims Paid

Committee Flow:

Finance and Budget Committee, Executive Committee, County Board

Contact:

Penny Wegman, 630.232.5918

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

According to the Kane County Code Section 2-193 Expenditure of Funds for Settlement of Claims B. Monthly Reports On Claims: The county auditor shall file a monthly report of all claims paid in the prior month to the chairman and all other members of the county board. For each claim paid, the monthly report shall identify the claimant, the nature of the claim and the official or department, if any, against which the claim was made, the fund from which the payment was made, the amount of the payment and the date the check was issued.

Similarly according to the Kane County Financial Policies 8. Disbursement Policies b): A report shall be run monthly by the Auditor of all claims paid. Said report shall be available to all members of the County Board in the office of the County Board Chair. For each claim paid, the report shall identify the creditor, the department or official which purchased the product or service, the fund from which the payment was made, the amount of the payment and the date the check was issued.

The accompanying Report of Claims Paid is submitted to comply with those requirements, and to document that the County Board has approved the payment of those claims.

CLAIMS PAID REPORT NOVEMBER 2022 FOR COUNTY BOARD INFORMATION

VENDOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Impact Networking, LLC	Repairs and Maint- Copiers	County Board	General Fund	11/7/2022	34.10
Century Springs/Ove Water Services	Operating Supplies	County Board	General Fund	11/21/2022	57.56
Warehouse Direct Office Products	Office Supplies	Finance	General Fund	11/7/2022	52.69
Century Springs/Ove Water Services	Office Supplies	Finance	General Fund	11/21/2022	27.65
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Information Technologies	General Fund	11/7/2022	737.80
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Information Technologies	General Fund	11/7/2022	837.90
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Information Technologies	General Fund	11/7/2022	590.24
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Information Technologies	General Fund	11/7/2022	829.08
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Information Technologies	General Fund	11/21/2022	846.72
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Information Technologies	General Fund	11/21/2022	737.80
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Information Technologies	General Fund	11/21/2022	737.80
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Information Technologies	General Fund	11/21/2022	776.16
Alarm Detection Systems, Inc.	Contractual/Consulting Services	Information Technologies	General Fund	11/21/2022	2,112.00
Iron Mountain Information Management, LLC	Contractual/Consulting Services	Information Technologies	General Fund	11/21/2022	132.55
Iron Mountain Information Management, LLC	Contractual/Consulting Services	Information Technologies	General Fund	11/21/2022	1,072.30
Defin.Net Solutions Inc	Public Health Services - Coronavirus	Information Technologies	General Fund	11/21/2022	3,000.00
Gary Erickson	Employee Training	Information Technologies	General Fund	11/21/2022	59.00
Gary Erickson	Employee Mileage Expense	Information Technologies	General Fund	11/21/2022	5.00
Kurt D. Lebo	Employee Mileage Expense	Information Technologies	General Fund	11/21/2022	9.31
Initial Impressions Inc	Office Supplies	Information Technologies	General Fund	11/7/2022	1,697.77
Initial Impressions Inc	Office Supplies	Information Technologies	General Fund	11/21/2022	57.28
Ascentis Corporation	Office Supplies	Information Technologies	General Fund	11/21/2022	21.31
Century Springs/Ove Water Services	Office Supplies	Information Technologies	General Fund	11/21/2022	50.28
Gordon Flesch Company Inc	Printing Supplies	Information Technologies	General Fund	11/7/2022	8.81
Gordon Flesch Company Inc	Printing Supplies	Information Technologies	General Fund	11/7/2022	29.61
Impact Networking, LLC	Printing Supplies	Information Technologies	General Fund	11/7/2022	1,377.34
WEX BANK	Fuel- Vehicles	Information Technologies	General Fund	11/21/2022	365.86
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	11/7/2022	(31.20)
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	11/7/2022	370.00
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	11/7/2022	260.00
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	11/21/2022	370.00
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	11/21/2022	65.00
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	11/21/2022	260.00
Century Springs/Ove Water Services	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	40.01
Combined Roofing Services LLC (American Roofing)	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	787.56
G.W. Berkheimer Co., Inc.	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	115.90
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	255.73
John F. Harahan	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	3,905.00
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	1,727.04
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	6,838.53
Lowe's	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	52.48
Seely Ptnrs. Capital LLC dba Facilities Survey LLC	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	18,060.00
Toshiba America Business Solutions Inc	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	13.74
NAPA Auto Parts - St. Charles	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	147.50
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	121.50
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	27.88
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	52.17
Ratliff Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	11/7/2022	2,497.14
S & C Automotive Inc	Repairs and Maint- Vehicles	Building Management	General Fund	11/7/2022	393.44
Fuller's Full Service Car Wash	Repairs and Maint- Vehicles	Building Management	General Fund	11/21/2022	69.50
Fuller's Full Service Car Wash	Repairs and Maint- Vehicles	Building Management	General Fund	11/21/2022	130.00
Fuller's Full Service Car Wash	Repairs and Maint- Vehicles	Building Management	General Fund	11/21/2022	5.00
Batavia Instant Print Inc	General Printing	Building Management	General Fund	11/7/2022	131.67

Batavia Instant Print Inc	General Printing	Building Management	General Fund	11/7/2022	283.24
Batavia Instant Print Inc	General Printing	Building Management	General Fund	11/21/2022	693.70
Insight Public Sector Inc	Operating Supplies	Building Management	General Fund	11/7/2022	331.54
City of Geneva	Utilities- Sewer	Building Management	General Fund	11/7/2022	256.11
City of Geneva	Utilities- Sewer	Building Management	General Fund	11/7/2022	64.98
City of Geneva	Utilities- Sewer	Building Management	General Fund	11/7/2022	13.92
City of Geneva	Utilities- Sewer	Building Management	General Fund	11/7/2022	65.32
City of Geneva	Utilities- Water	Building Management	General Fund	11/7/2022	423.70
City of Geneva	Utilities- Water	Building Management	General Fund	11/7/2022	212.83
City of Geneva	Utilities- Water	Building Management	General Fund	11/7/2022	21.40
City of Geneva	Utilities- Water	Building Management	General Fund	11/7/2022	117.87
Veritiv Operating Company	Printing Supplies	Building Management	General Fund	11/7/2022	1,135.75
Veritiv Operating Company	Printing Supplies	Building Management	General Fund	11/7/2022	1,092.25
Veritiv Operating Company	Printing Supplies	Building Management	General Fund	11/7/2022	3,563.20
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	11/7/2022	53.73
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Building Management	General Fund	11/18/2022	2,395.66
City of Geneva	Utilities- Electric	Building Management	General Fund	11/7/2022	11,626.67
City of Geneva	Utilities- Electric	Building Management	General Fund	11/7/2022	19.37
Waste Management of Illinois - West	Disposal and Water Softener Svcs	Building Management	General Fund	11/7/2022	675.00
Waste Management of Illinois - West	Disposal and Water Softener Svcs	Building Management	General Fund	11/21/2022	675.00
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	180.00
Combined Roofing Services LLC (American Roofing)	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	3,219.90
Combined Roofing Services LLC (American Roofing)	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	3,761.48
F.E. Moran Inc. Mechanical Services	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	672.00
F.E. Moran Inc. Mechanical Services	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	672.00
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	118.38
Seely Ptrns. Capital LLC dba Facilities Survey LLC	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	6,000.00
MB Delivery & Moving Services	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	350.00
McMaster-Carr Supply Co	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	194.28
McMaster-Carr Supply Co	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	63.83
McMaster-Carr Supply Co	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	74.84
McMaster-Carr Supply Co	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	428.19
Neuco Inc	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	388.03
Neuco Inc	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	259.58
ILLCO INC	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	226.12
Key Construction Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	902.40
Matrix Holdings, LLC dba Terry Plumbing Co.	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	643.65
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	375.75
Midwest Salt LLC	Repairs and Maint- Grounds	Building Management	General Fund	11/7/2022	6,703.20
Ratliff Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	11/7/2022	3,964.99
Anchor Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	11/7/2022	8,017.65
Anchor Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	11/7/2022	2,369.60
Anchor Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	11/7/2022	15,728.00
Key Construction Group, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	11/7/2022	3,775.00
Urban Elevator Service LLC	Repairs and Maint- Equipment	Building Management	General Fund	11/7/2022	12,059.00
Neuco Inc	Repairs and Maint- Equipment	Building Management	General Fund	11/21/2022	603.66
City of St. Charles	Utilities- Sewer	Building Management	General Fund	11/7/2022	4,438.67
City of St. Charles	Utilities- Water	Building Management	General Fund	11/7/2022	5,251.55
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Building Management	General Fund	11/18/2022	4,500.73
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	11/21/2022	15,086.38
Waste Management of Illinois - West	Disposal and Water Softener Svcs	Building Management	General Fund	11/7/2022	373.00
Waste Management of Illinois - West	Disposal and Water Softener Svcs	Building Management	General Fund	11/21/2022	373.00
Strategic Labor Solutions, Inc. dba SLS, Inc.	Janitorial Services	Building Management	General Fund	11/7/2022	1,130.00
Phigenics, LLC	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	1,400.00
Seely Ptrns. Capital LLC dba Facilities Survey LLC	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	1,680.00

Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	593.79
Chicago Hollow Metal, Inc. (The Door Doctors)	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	3,839.00
Combined Roofing Services LLC (American Roofing)	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	1,656.09
Combined Roofing Services LLC (American Roofing)	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	1,656.09
Fox Valley Fire & Safety Co	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	350.00
Global Industrial Equipment Co Inc	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	262.91
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	38.63
Johnson Controls Security Solutions (Tyco)	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	839.67
Lowe's	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	11.37
Lowe's	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	17.96
Lowe's	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	38.97
Lowe's	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	14.22
Neuco Inc	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	63.00
Key Construction Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	1,000.00
Steiner Electric Co Inc	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	266.16
Anchor Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	11/7/2022	3,805.59
Anchor Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	11/7/2022	5,590.77
Neuco Inc	Repairs and Maint- Equipment	Building Management	General Fund	11/21/2022	604.00
Black Gold Septic Inc	Grease Trap- Septic Services	Building Management	General Fund	11/7/2022	235.00
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Building Management	General Fund	11/18/2022	2,740.53
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	11/21/2022	3,607.61
Waste Management of Illinois - West	Disposal and Water Softener Svcs	Building Management	General Fund	11/7/2022	150.00
Waste Management of Illinois - West	Disposal and Water Softener Svcs	Building Management	General Fund	11/21/2022	150.00
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	724.68
Combined Roofing Services LLC (American Roofing)	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	2,409.33
Johnson Controls Security Solutions (Tyco)	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	141.84
Johnson Controls Security Solutions (Tyco)	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	141.84
Lowe's	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	6.64
Seely Ptnrs. Capital LLC dba Facilities Survey LLC	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	2,500.00
Matrix Holdings, LLC dba Terry Plumbing Co.	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	275.85
Ratliff Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	11/7/2022	232.14
City of St. Charles	Utilities- Sewer	Building Management	General Fund	11/7/2022	137.60
City of St. Charles	Utilities- Water	Building Management	General Fund	11/7/2022	124.66
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Building Management	General Fund	11/18/2022	669.66
City of St. Charles	Utilities- Electric	Building Management	General Fund	11/7/2022	9,073.82
City of St. Charles	Utilities- Electric	Building Management	General Fund	11/7/2022	62.35
Waste Management of Illinois - West	Disposal and Water Softener Svcs	Building Management	General Fund	11/7/2022	110.00
Waste Management of Illinois - West	Disposal and Water Softener Svcs	Building Management	General Fund	11/21/2022	110.00
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	101.08
Ace Hardware-Aurora/Batavia	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	29.98
Wm F Meyer Co	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	460.82
Ace Hardware-Aurora/Batavia	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	1.59
Ace Hardware-Aurora/Batavia	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	1.69
ILLCO INC	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	164.22
Matrix Holdings, LLC dba Terry Plumbing Co.	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	91.95
Ratliff Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	11/7/2022	1,377.14
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	11/7/2022	71.63
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	11/7/2022	24.94
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	11/7/2022	55.81
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	11/7/2022	27.80
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	11/21/2022	24.42
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	11/21/2022	64.49
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	11/21/2022	1,086.17
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	11/21/2022	190.44
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	11/21/2022	59.55

Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	11/21/2022	27.96
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	11/7/2022	382.50
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	11/21/2022	454.50
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	1,319.34
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	46.05
Seely Ptnrs. Capital LLC dba Facilities Survey LLC	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	1,743.00
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	25.18
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	41.33
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	27.59
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	17.43
Ratliff Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	11/7/2022	548.57
Neuco Inc	Repairs and Maint- Equipment	Building Management	General Fund	11/7/2022	244.12
ILLCO INC	Repairs and Maint- Equipment	Building Management	General Fund	11/21/2022	220.86
ILLCO INC	Repairs and Maint- Equipment	Building Management	General Fund	11/21/2022	153.01
Key Construction Group, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	11/21/2022	8,762.00
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	11/7/2022	86.97
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Building Management	General Fund	11/18/2022	1,839.60
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	11/7/2022	243.97
Nicor Gas	Utilities- Electric	Building Management	General Fund	11/7/2022	140.26
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	11/7/2022	65.00
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	315.93
Anchor Mechanical, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	1,143.00
Chicago Hollow Metal, Inc. (The Door Doctors)	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	525.00
Feece Oil Company	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	857.47
Fox Valley Fire & Safety Co	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	805.00
Fox Valley Sewer Service	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	490.00
Fox Valley Sewer Service	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	850.00
Glasshopper Schor Glass	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	681.73
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	271.81
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	176.24
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	11.00
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	33.36
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	182.34
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	52.20
Lowe's	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	56.96
Lowe's	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	33.24
NAPA Auto Parts - St. Charles	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	27.91
Phigenics, LLC	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	1,400.00
Warehouse Direct Office Products	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	999.80
Warehouse Direct Office Products	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	10.82
Wm. Horn Structural Steel Co.	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	240.00
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	161.04
Illini Power Products	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	1,053.67
Johnson Ctl US Hldg LLC dba Johnson Ctl Fire Prot	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	800.16
Key Construction Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	643.28
Key Construction Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	400.00
Fox Valley Fire & Safety Co	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	1,520.00
Ratliff Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	11/7/2022	1,407.14
Anchor Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	11/7/2022	6,000.00
Anchor Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	11/7/2022	24,750.00
Anchor Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	11/7/2022	4,230.00
Anchor Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	11/7/2022	3,560.00
Anchor Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	11/7/2022	1,000.00
DuPage Water Conditioning Co	Repairs and Maint- Equipment	Building Management	General Fund	11/7/2022	598.00
ILLCO INC	Repairs and Maint- Equipment	Building Management	General Fund	11/21/2022	7.24

Neuco Inc	Repairs and Maint- Equipment	Building Management	General Fund	11/21/2022	1,540.44
Anchor Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	11/21/2022	9,600.00
Culligan Tri City Soft Water	Repairs and Maint- Equipment	Building Management	General Fund	11/21/2022	1,058.40
Black Gold Septic Inc	Grease Trap- Septic Services	Building Management	General Fund	11/7/2022	485.00
City of St. Charles	Utilities- Sewer	Building Management	General Fund	11/7/2022	7,734.19
City of St. Charles	Utilities- Water	Building Management	General Fund	11/7/2022	5,800.81
Unique Products & Services Corp	Cleaning Supplies	Building Management	General Fund	11/7/2022	39.71
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	11/7/2022	379.87
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	11/7/2022	985.81
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Building Management	General Fund	11/18/2022	4,117.05
City of Geneva	Utilities- Electric	Building Management	General Fund	11/7/2022	35.67
City of Geneva	Utilities- Electric	Building Management	General Fund	11/7/2022	28.66
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	11/21/2022	14,102.48
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	11/7/2022	175.00
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	11/21/2022	175.00
Warehouse Direct Office Products	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	(29.16)
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	237.00
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	165.31
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	134.80
Toshiba America Business Solutions Inc	Repairs and Maint- Buildings	Building Management	General Fund	11/7/2022	24.02
Valley Lock Company Inc	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	75.36
Valley Lock Company Inc	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	132.12
Matrix Holdings, LLC dba Terry Plumbing Co.	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	275.85
Neuco Inc	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	697.64
Neuco Inc	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	1,007.42
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	11/21/2022	17.98
Ratliff Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	11/7/2022	1,440.00
Anchor Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	11/7/2022	7,853.15
F.E. Moran Inc. Mechanical Services	Repairs and Maint- Equipment	Building Management	General Fund	11/21/2022	1,469.00
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	11/7/2022	278.58
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Building Management	General Fund	11/18/2022	301.43
ComEd	Utilities- Electric	Building Management	General Fund	11/21/2022	2,523.11
Century Springs/Ove Water Services	Office Supplies	Human Resource Management	General Fund	11/21/2022	12.07
Toshiba America Business Solutions Inc	Repairs and Maint- Copiers	County Auditor	General Fund	11/7/2022	19.44
Illinois Association of County Officials (IACO)	Conferences and Meetings	County Auditor	General Fund	11/21/2022	205.00
Illinois Association of County Officials (IACO)	Conferences and Meetings	County Auditor	General Fund	11/21/2022	205.00
Illinois Association of County Auditors	General Association Dues	County Auditor	General Fund	11/21/2022	100.00
Century Springs/Ove Water Services	Office Supplies	County Auditor	General Fund	11/21/2022	17.86
Joseph E Meyer & Associates Inc	Legal Printing	Treasurer/Collector	General Fund	11/21/2022	7,277.00
Shaw Media	Legal Printing	Treasurer/Collector	General Fund	11/21/2022	8,514.00
Carlos Mata	Employee Mileage Expense	Treasurer/Collector	General Fund	11/21/2022	37.50
Warehouse Direct Office Products	Office Supplies	Treasurer/Collector	General Fund	11/7/2022	332.14
Century Springs/Ove Water Services	Office Supplies	Treasurer/Collector	General Fund	11/21/2022	32.73
Toshiba America Business Solutions Inc	Repairs and Maint- Copiers	Supervisor of Assessments	General Fund	11/7/2022	24.01
Quadient Leasing USA Inc	Repairs and Maint- Copiers	Supervisor of Assessments	General Fund	11/21/2022	290.00
Paddock Publications (Daily Herald)	Legal Printing	Supervisor of Assessments	General Fund	11/21/2022	46.30
Illinois Association of County Officials (IACO)	Conferences and Meetings	Supervisor of Assessments	General Fund	11/7/2022	205.00
Illinois Property Assessment Institute	Employee Training	Supervisor of Assessments	General Fund	11/7/2022	325.00
Warehouse Direct Office Products	Office Supplies	Supervisor of Assessments	General Fund	11/7/2022	5.32
Warehouse Direct Office Products	Office Supplies	Supervisor of Assessments	General Fund	11/7/2022	120.18
Warehouse Direct Office Products	Office Supplies	Supervisor of Assessments	General Fund	11/7/2022	41.57
Warehouse Direct Office Products	Office Supplies	Supervisor of Assessments	General Fund	11/21/2022	8.64
Warehouse Direct Office Products	Office Supplies	Supervisor of Assessments	General Fund	11/21/2022	46.64
Century Springs/Ove Water Services	Office Supplies	Supervisor of Assessments	General Fund	11/21/2022	13.57
Southern Computer Warehouse (SCW)	Computer Related Supplies	Supervisor of Assessments	General Fund	11/21/2022	560.63

Southern Computer Warehouse (SCW)	Computer Related Supplies	Supervisor of Assessments	General Fund	11/21/2022	117.66
Southern Computer Warehouse (SCW)	Computer Related Supplies	Supervisor of Assessments	General Fund	11/21/2022	491.98
State of IL Secretary of State	Notary Services	County Clerk	General Fund	11/21/2022	15.00
Arch Printing, Inc.	Legal Printing	County Clerk	General Fund	11/21/2022	5,989.00
Petty Cash-County Clerk	Conferences and Meetings	County Clerk	General Fund	11/7/2022	19.98
Tracy A. Erickson	Employee Mileage Expense	County Clerk	General Fund	11/7/2022	14.04
Holly Shive	Employee Mileage Expense	County Clerk	General Fund	11/7/2022	15.00
Zahida Fakroddin	Employee Mileage Expense	County Clerk	General Fund	11/21/2022	63.75
Matthew Nelson	Employee Mileage Expense	County Clerk	General Fund	11/21/2022	15.00
Warehouse Direct Office Products	Office Supplies	County Clerk	General Fund	11/21/2022	58.06
John Emerson	Operating Supplies	County Clerk	General Fund	11/21/2022	199.98
Menards, Inc.	Operating Supplies	County Clerk	General Fund	11/21/2022	101.62
NVZ Inc	Operating Supplies	County Clerk	General Fund	11/21/2022	234.90
Town & Country Gardens	Operating Supplies	County Clerk	General Fund	11/21/2022	79.99
Warehouse Direct Office Products	Computer Related Supplies	County Clerk	General Fund	11/21/2022	250.35
Warehouse Direct Office Products	Computer Related Supplies	County Clerk	General Fund	11/21/2022	393.98
DFM Associates	Software Licensing Cost	County Clerk	General Fund	11/7/2022	10,075.00
Alarm Detection Systems, Inc.	Security Services	County Clerk	General Fund	11/7/2022	2,729.28
Toshiba America Business Solutions Inc	Repairs and Maint- Copiers	County Clerk	General Fund	11/7/2022	7.90
Toshiba America Business Solutions Inc	Repairs and Maint- Copiers	County Clerk	General Fund	11/7/2022	30.48
American Legion Elgin Post 57	Equipment Rental	County Clerk	General Fund	11/21/2022	80.00
Aurora Advent Christian Church	Equipment Rental	County Clerk	General Fund	11/21/2022	80.00
Bethany of Fox Valley United Methodist Church	Equipment Rental	County Clerk	General Fund	11/21/2022	160.00
Bethlehem Lutheran Church	Equipment Rental	County Clerk	General Fund	11/21/2022	280.00
Big Rock Park District	Equipment Rental	County Clerk	General Fund	11/21/2022	80.00
Blessed Sacrament Church	Equipment Rental	County Clerk	General Fund	11/21/2022	160.00
Burlington Community Fire Protection District	Equipment Rental	County Clerk	General Fund	11/21/2022	40.00
Ryder Truck Rental Inc	Equipment Rental	County Clerk	General Fund	11/21/2022	913.81
Ryder Truck Rental Inc	Equipment Rental	County Clerk	General Fund	11/21/2022	35.98
St Charles Park District	Equipment Rental	County Clerk	General Fund	11/21/2022	120.00
Albert J. Stramel	Repairs and Maint- Vehicles	County Clerk	General Fund	11/7/2022	77.50
Shaw Media	General Advertising	County Clerk	General Fund	11/21/2022	389.00
Paddock Publications (Daily Herald)	Legal Printing	County Clerk	General Fund	11/7/2022	126.50
Paddock Publications (Daily Herald)	Legal Printing	County Clerk	General Fund	11/7/2022	181.70
Illinois Association of County Officials (IACO)	Conferences and Meetings	County Clerk	General Fund	11/21/2022	205.00
Illinois Association of County Officials (IACO)	Conferences and Meetings	County Clerk	General Fund	11/21/2022	205.00
Matthew J. Homer	Employee Mileage Expense	County Clerk	General Fund	11/7/2022	348.15
John R. Gaglione	Employee Mileage Expense	County Clerk	General Fund	11/7/2022	169.98
Greg Golden	Employee Mileage Expense	County Clerk	General Fund	11/21/2022	140.40
Greg Golden	Employee Mileage Expense	County Clerk	General Fund	11/21/2022	238.83
Michael Bauer	Employee Mileage Expense	County Clerk	General Fund	11/21/2022	88.75
Cheryl Bean	Employee Mileage Expense	County Clerk	General Fund	11/21/2022	103.13
Brett J. Feltes	Employee Mileage Expense	County Clerk	General Fund	11/21/2022	111.88
Matthew J. Homer	Employee Mileage Expense	County Clerk	General Fund	11/21/2022	608.16
Matthew J. Homer	Employee Mileage Expense	County Clerk	General Fund	11/21/2022	748.15
Nick Homer	Employee Mileage Expense	County Clerk	General Fund	11/21/2022	74.40
Nick Homer	Employee Mileage Expense	County Clerk	General Fund	11/21/2022	65.01
James Jones	Employee Mileage Expense	County Clerk	General Fund	11/21/2022	85.57
Gerald Krawczyk	Employee Mileage Expense	County Clerk	General Fund	11/21/2022	78.13
Robert Mitchell	Employee Mileage Expense	County Clerk	General Fund	11/21/2022	71.25
Johnathan Walsh	Employee Mileage Expense	County Clerk	General Fund	11/21/2022	206.07
Paula Weisserth	Employee Mileage Expense	County Clerk	General Fund	11/21/2022	90.00
Warehouse Direct Office Products	Office Supplies	County Clerk	General Fund	11/7/2022	94.37
Warehouse Direct Office Products	Office Supplies	County Clerk	General Fund	11/7/2022	47.30
Warehouse Direct Office Products	Office Supplies	County Clerk	General Fund	11/21/2022	146.02

Batavia Instant Print Inc	Operating Supplies	County Clerk	General Fund	11/7/2022	549.97
Verizon Wireless	Operating Supplies	County Clerk	General Fund	11/7/2022	4,183.65
Petty Cash-County Clerk	Operating Supplies	County Clerk	General Fund	11/7/2022	16.99
Town & Country Gardens	Operating Supplies	County Clerk	General Fund	11/21/2022	89.99
Warehouse Direct Office Products	Operating Supplies	County Clerk	General Fund	11/21/2022	90.45
WEX BANK	Operating Supplies	County Clerk	General Fund	11/21/2022	395.22
Menards, Inc.	Operating Supplies	County Clerk	General Fund	11/21/2022	170.74
Menards, Inc.	Operating Supplies	County Clerk	General Fund	11/21/2022	23.94
Menards, Inc.	Operating Supplies	County Clerk	General Fund	11/21/2022	28.19
Uline	Voting Systems and Accessories	County Clerk	General Fund	11/21/2022	413.02
Diana A Alwin	Election Services	County Clerk	General Fund	11/7/2022	53.24
DAVID C KING	Employee Mileage Expense	Recorder	General Fund	11/21/2022	24.31
JUDY A SCHONBACK	Employee Mileage Expense	Recorder	General Fund	11/21/2022	8.44
Century Springs/Ove Water Services	Office Supplies	Recorder	General Fund	11/21/2022	31.43
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	11/22/2022	2,954.04
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	11/22/2022	3,652.08
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	11/22/2022	2,260.60
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	11/22/2022	782.24
Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	11/7/2022	1,615.00
Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	11/21/2022	366.00
Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	11/21/2022	465.00
Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	11/21/2022	6,938.00
Christine Bousquet dba RCB Enterprises	Jurors' Expense	Judiciary and Courts	General Fund	11/21/2022	3,050.00
Dana D. Bollman	Per Diem Expense	Judiciary and Courts	General Fund	11/7/2022	200.00
Jennifer Campbell	Per Diem Expense	Judiciary and Courts	General Fund	11/7/2022	200.00
Jennifer Campbell	Per Diem Expense	Judiciary and Courts	General Fund	11/7/2022	40.00
Jennifer Campbell	Per Diem Expense	Judiciary and Courts	General Fund	11/7/2022	275.00
Jennifer Campbell	Per Diem Expense	Judiciary and Courts	General Fund	11/7/2022	312.00
Kobald Reporting Inc	Per Diem Expense	Judiciary and Courts	General Fund	11/7/2022	11.50
Kobald Reporting Inc	Per Diem Expense	Judiciary and Courts	General Fund	11/7/2022	528.00
Mary A Trezzo	Per Diem Expense	Judiciary and Courts	General Fund	11/7/2022	328.50
Theresa (Terri) Wells	Per Diem Expense	Judiciary and Courts	General Fund	11/7/2022	100.00
MaryJo D'Avola	Per Diem Expense	Judiciary and Courts	General Fund	11/7/2022	884.00
Meagan Carroll	Per Diem Expense	Judiciary and Courts	General Fund	11/7/2022	54.00
Meagan Carroll	Per Diem Expense	Judiciary and Courts	General Fund	11/21/2022	200.00
Lynn M Dreymliller	Per Diem Expense	Judiciary and Courts	General Fund	11/21/2022	7,492.50
Brenda D Gregory	Per Diem Expense	Judiciary and Courts	General Fund	11/21/2022	280.00
Jennifer L. Joyce	Per Diem Expense	Judiciary and Courts	General Fund	11/21/2022	139.50
Jennifer Campbell	Per Diem Expense	Judiciary and Courts	General Fund	11/21/2022	200.00
Dana D. Bollman	Per Diem Expense	Judiciary and Courts	General Fund	11/21/2022	56.00
Eva Y. Naser	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	247.50
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	1,735.00
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	1,731.25
Bakhtavar Press	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	290.00
Gil Antonio Borjas	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	892.50
Gil Antonio Borjas	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	892.50
Ana M Bubalo	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	214.25
Ana M Bubalo	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	1,407.25
Paula Ebener	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	396.90
Paula Ebener	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	158.76
David Hernandez	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	360.00
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	499.64
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	530.02
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	480.27
Katarzyna Jankowski	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	172.88

Carina Julian	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	835.00
Carina Julian	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	835.00
Carina Julian	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	835.00
Martha Gerald dba Power Vibes Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	1,246.25
Martha Gerald dba Power Vibes Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	1,537.50
Martha Gerald dba Power Vibes Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	1,537.50
Falguni Rubio	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	325.00
Falguni Rubio	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	290.00
Rachael E Sills	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	509.38
Rachael E Sills	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	2,037.52
Rachael E Sills	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	509.38
Rachael E Sills	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	1,028.13
Rachael E Sills	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	518.75
Ruben Rodriguez	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	1,830.00
Ruben Rodriguez	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	2,212.50
Rita Taccona	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	230.00
Daniel Velasco	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	1,808.45
Daniel Velasco	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	2,210.65
Daniel Velasco	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/7/2022	2,145.65
Daniel Velasco	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/21/2022	2,210.65
Ruben Rodriguez	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/21/2022	2,212.50
Ruben Rodriguez	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/21/2022	1,770.00
Rachael E Sills	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/21/2022	1,018.76
Martha Gerald dba Power Vibes Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/21/2022	1,538.31
Martha Gerald dba Power Vibes Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/21/2022	922.50
Carina Julian	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/21/2022	417.50
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/21/2022	545.27
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/21/2022	411.26
Ana M Bubalo	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/21/2022	1,239.25
Ana M Bubalo	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/21/2022	1,239.25
Anthony Bahena	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/21/2022	758.50
Anthony Bahena	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/21/2022	820.10
Anthony Bahena	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/21/2022	368.75
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/21/2022	1,840.00
Daisy M. Robinson	Contractual/Consulting Services	Judiciary and Courts	General Fund	11/21/2022	226.00
Elizabeth Berrones	Court Appointed Counsel	Judiciary and Courts	General Fund	11/7/2022	3,083.00
Rachel J. Hess	Court Appointed Counsel	Judiciary and Courts	General Fund	11/7/2022	3,434.00
Zuelke Law Office (Donald R. Zuelke)	Court Appointed Counsel	Judiciary and Courts	General Fund	11/7/2022	3,434.00
Deborah Nicolai dba Nicolai Forensic Psy. Ser, LLC	Psychological/Psychiatric Srvs	Judiciary and Courts	General Fund	11/21/2022	3,800.00
Canon Solutions America Inc	Repairs and Maint- Equipment	Judiciary and Courts	General Fund	11/7/2022	78.37
Canon Solutions America Inc	Repairs and Maint- Equipment	Judiciary and Courts	General Fund	11/21/2022	78.37
De Lage Landen Financial Services, Inc.	Equipment Rental	Judiciary and Courts	General Fund	11/7/2022	125.00
Toshiba Financial Services	Equipment Rental	Judiciary and Courts	General Fund	11/7/2022	26.36
Gordon Flesch Company Inc	Equipment Rental	Judiciary and Courts	General Fund	11/7/2022	70.40
Gordon Flesch Company Inc	Equipment Rental	Judiciary and Courts	General Fund	11/7/2022	58.39
Gordon Flesch Company Inc	Equipment Rental	Judiciary and Courts	General Fund	11/7/2022	17.77
Gordon Flesch Company Inc	Equipment Rental	Judiciary and Courts	General Fund	11/7/2022	6.92
Gordon Flesch Company Inc	Equipment Rental	Judiciary and Courts	General Fund	11/7/2022	14.92
Toshiba America Business Solutions Inc	Equipment Rental	Judiciary and Courts	General Fund	11/21/2022	134.25
Toshiba Financial Services	Equipment Rental	Judiciary and Courts	General Fund	11/21/2022	250.32
De Lage Landen Financial Services, Inc.	Equipment Rental	Judiciary and Courts	General Fund	11/21/2022	125.00
Just In Time Coffee LLC	Conferences and Meetings	Judiciary and Courts	General Fund	11/7/2022	294.00
Just In Time Coffee LLC	Conferences and Meetings	Judiciary and Courts	General Fund	11/21/2022	35.00
Just In Time Coffee LLC	Conferences and Meetings	Judiciary and Courts	General Fund	11/21/2022	146.00
Douglas Naughton	Conferences and Meetings	Judiciary and Courts	General Fund	11/21/2022	28.00

Douglas Naughton	Employee Mileage Expense	Judiciary and Courts	General Fund	11/21/2022	175.36
National Center for State Courts	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	11/7/2022	5,802.00
Peloton Inc dba Frank's Employment	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	11/7/2022	787.50
Peloton Inc dba Frank's Employment	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	11/7/2022	630.00
Peloton Inc dba Frank's Employment	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	11/7/2022	787.50
Peloton Inc dba Frank's Employment	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	11/21/2022	787.50
Century Springs/Ove Water Services	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	11/21/2022	104.36
Century Springs/Ove Water Services	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	11/21/2022	37.02
Century Springs/Ove Water Services	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	11/21/2022	41.31
Century Springs/Ove Water Services	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	11/21/2022	41.31
Century Springs/Ove Water Services	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	11/21/2022	2.99
Century Springs/Ove Water Services	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	11/21/2022	32.73
Candace A Miller	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	11/21/2022	720.00
Warehouse Direct Office Products	Office Supplies	Judiciary and Courts	General Fund	11/7/2022	25.34
Warehouse Direct Office Products	Office Supplies	Judiciary and Courts	General Fund	11/21/2022	22.44
Warehouse Direct Office Products	Office Supplies	Judiciary and Courts	General Fund	11/21/2022	33.90
Warehouse Direct Office Products	Office Supplies	Judiciary and Courts	General Fund	11/21/2022	34.31
Warehouse Direct Office Products	Office Supplies	Judiciary and Courts	General Fund	11/21/2022	113.56
Document Imaging Services LLC	Computer Related Supplies	Judiciary and Courts	General Fund	11/21/2022	544.00
Just In Time Coffee LLC	Employee Recognition Supplies	Judiciary and Courts	General Fund	11/21/2022	150.00
Petty Cash-Clerk of the Circuit Court	Conferences and Meetings	Circuit Clerk	General Fund	11/7/2022	20.00
Petty Cash-Clerk of the Circuit Court	Conferences and Meetings	Circuit Clerk	General Fund	11/7/2022	140.43
Century Springs/Ove Water Services	Office Supplies	Circuit Clerk	General Fund	11/21/2022	93.49
Lindsay Phillips	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	13.46
Lindsay Phillips	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	15.00
Warehouse Direct Office Products	Office Supplies	Circuit Clerk	General Fund	11/21/2022	1,083.75
Warehouse Direct Office Products	Office Supplies	Circuit Clerk	General Fund	11/21/2022	832.82
Image-Pro Services & Supplies Inc	Repairs and Maint- Equipment	Circuit Clerk	General Fund	11/21/2022	849.04
Michael John Kovach	Employee Mileage Expense	Circuit Clerk	General Fund	11/7/2022	32.50
Michael John Kovach	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	25.63
Penny Lange	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	26.56
Brandy Olson	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	27.50
Malinda Patterson	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	16.88
James Pluskowski	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	50.00
Jennifer Zuttermeister	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	40.63
Rhiannon Anderson	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	38.75
Curt Bommelmann	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	37.50
Jill S. Boynton	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	43.75
Heather Cameron	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	21.25
Nancy Campeggio	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	30.00
Jim Capparelli	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	40.31
Lana Cristallo	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	10.00
Melinda Jackson	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	4.38
Jennifer Lauren Johnson	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	57.50
Warehouse Direct Office Products	Office Supplies	Circuit Clerk	General Fund	11/21/2022	51.30
Carleen J. Bain	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	106.88
Myles Jeffrey Barnes	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	135.63
Marissa Brown	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	15.00
Dana Cruz	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	203.75
Theodore James Farrell	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	105.00
MaryAnn Kabara	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	54.38
Shauna Kane	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	85.00
Kelly A. Lisner	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	130.63
Shirley L. Moline	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	24.38
Benjamin Adam Petschke	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	22.50

Johnathan Pickering	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	8.13
Kelsey Spriet	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	120.00
Mary Wcislo	Employee Mileage Expense	Circuit Clerk	General Fund	11/21/2022	19.38
Warehouse Direct Office Products	Office Supplies	Circuit Clerk	General Fund	11/21/2022	37.47
Statewide Publishing, LLC	Legal Services	Circuit Clerk	General Fund	11/7/2022	60.00
Statewide Publishing, LLC	Legal Services	Circuit Clerk	General Fund	11/7/2022	60.00
Image-Pro Services & Supplies Inc	Repairs and Maint- Equipment	Circuit Clerk	General Fund	11/21/2022	626.45
Hello Direct, Inc.	Telephone	Circuit Clerk	General Fund	11/7/2022	82.37
		State's Attorney	General Fund	11/7/2022	22.10
		State's Attorney	General Fund	11/7/2022	120.00
		State's Attorney	General Fund	11/7/2022	1,385.80
		State's Attorney	General Fund	11/7/2022	70.71
Advantage Reporting Service	Court Reporter Costs	State's Attorney	General Fund	11/7/2022	918.50
Meagan Carroll	Court Reporter Costs	State's Attorney	General Fund	11/7/2022	252.00
Meagan Carroll	Court Reporter Costs	State's Attorney	General Fund	11/7/2022	37.00
Brenda D Gregory	Court Reporter Costs	State's Attorney	General Fund	11/7/2022	796.00
Kobald Reporting Inc	Court Reporter Costs	State's Attorney	General Fund	11/7/2022	42.00
Kobald Reporting Inc	Court Reporter Costs	State's Attorney	General Fund	11/7/2022	128.25
Margaret E Steinberg	Court Reporter Costs	State's Attorney	General Fund	11/7/2022	60.00
Margaret E Steinberg	Court Reporter Costs	State's Attorney	General Fund	11/7/2022	20.00
Theresa (Terri) Wells	Court Reporter Costs	State's Attorney	General Fund	11/7/2022	236.00
Katherine J Nielsen	Court Reporter Costs	State's Attorney	General Fund	11/21/2022	40.00
Barbara A Johnston	Court Reporter Costs	State's Attorney	General Fund	11/21/2022	1,120.00
Chicago Office Technology Group (COTG)	Repairs and Maint- Copiers	State's Attorney	General Fund	11/7/2022	27.31
Gordon Flesch Company Inc	Repairs and Maint- Copiers	State's Attorney	General Fund	11/21/2022	0.49
Safelite Fulfillment, Inc.	Repairs and Maint- Vehicles	State's Attorney	General Fund	11/7/2022	534.64
Jiffy Lube (Sound Billing LLC)	Repairs and Maint- Vehicles	State's Attorney	General Fund	11/21/2022	56.68
Just In Time Coffee LLC	Conferences and Meetings	State's Attorney	General Fund	11/7/2022	156.00
Just In Time Coffee LLC	Conferences and Meetings	State's Attorney	General Fund	11/21/2022	192.00
Just In Time Coffee LLC	Conferences and Meetings	State's Attorney	General Fund	11/21/2022	52.00
Rileybell Soul Food Catering Service	Employee Training	State's Attorney	General Fund	11/7/2022	475.00
ISHTA (Illinois State Toll Highway Authority)	Employee Mileage Expense	State's Attorney	General Fund	11/7/2022	91.05
ISHTA (Illinois State Toll Highway Authority)	Employee Mileage Expense	State's Attorney	General Fund	11/7/2022	72.00
ISHTA (Illinois State Toll Highway Authority)	Employee Mileage Expense	State's Attorney	General Fund	11/7/2022	137.55
Eagle Engraving Inc	Office Supplies	State's Attorney	General Fund	11/7/2022	89.00
The Tree House Inc	Office Supplies	State's Attorney	General Fund	11/21/2022	2,264.45
Warehouse Direct Office Products	Office Supplies	State's Attorney	General Fund	11/21/2022	176.92
Petty Cash-State's Attorney	Operating Supplies	State's Attorney	General Fund	11/7/2022	460.87
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	State's Attorney	General Fund	11/21/2022	3,811.94
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	State's Attorney	General Fund	11/21/2022	1,318.46
WEX BANK	Fuel- Vehicles	State's Attorney	General Fund	11/21/2022	783.22
Martha Paschke	Conferences and Meetings	State's Attorney	General Fund	11/7/2022	192.00
Christopher Bruce Thomas	Employee Mileage Expense	State's Attorney	General Fund	11/7/2022	238.75
Milina Wilson	Employee Mileage Expense	State's Attorney	General Fund	11/7/2022	196.56
		Public Defender	General Fund	11/7/2022	42.00
		Public Defender	General Fund	11/21/2022	24.00
Juanita Archuleta	Employee Mileage Expense	Public Defender	General Fund	11/7/2022	225.93
CHRISTINE E STAHL	Employee Mileage Expense	Public Defender	General Fund	11/7/2022	631.25
Sandra Blake	Employee Mileage Expense	Public Defender	General Fund	11/21/2022	40.00
Verizon Wireless	Miscellaneous Contractual Exp	Public Defender	General Fund	11/7/2022	289.56
Century Springs/Ove Water Services	Office Supplies	Public Defender	General Fund	11/21/2022	79.92
Century Springs/Ove Water Services	Office Supplies	Public Defender	General Fund	11/21/2022	9.28
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Public Defender	General Fund	11/21/2022	242.70
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Public Defender	General Fund	11/21/2022	4,425.00
IL Department of Innovation & Technology (CMS)	Contractual/Consulting Services	Sheriff	General Fund	11/7/2022	942.40

Motorola Solutions Inc	Contractual/Consulting Services	Sheriff	General Fund	11/7/2022	8,061.00
Motorola Solutions Inc	Contractual/Consulting Services	Sheriff	General Fund	11/21/2022	8,076.00
Insight Public Sector Inc	Contractual/Consulting Services	Sheriff	General Fund	11/21/2022	2,300.00
Insight Public Sector Inc	Contractual/Consulting Services	Sheriff	General Fund	11/21/2022	990.00
Midwest Public Safety LLC	Contractual/Consulting Services	Sheriff	General Fund	11/21/2022	18,830.01
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	11/7/2022	64.00
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	11/7/2022	64.00
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	11/7/2022	64.00
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	11/7/2022	64.00
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	11/7/2022	128.00
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	11/7/2022	128.00
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	11/21/2022	128.00
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	11/21/2022	128.00
Toshiba America Business Solutions Inc	Repairs and Maint- Copiers	Sheriff	General Fund	11/7/2022	37.53
Toshiba America Business Solutions Inc	Repairs and Maint- Copiers	Sheriff	General Fund	11/7/2022	12.13
Toshiba America Business Solutions Inc	Repairs and Maint- Copiers	Sheriff	General Fund	11/7/2022	64.08
Southern Computer Warehouse (SCW)	Repairs and Maint- Copiers	Sheriff	General Fund	11/21/2022	28.94
Impact Networking, LLC	Repairs and Maint- Comm Equip	Sheriff	General Fund	11/7/2022	37.40
Insight Public Sector Inc	Repairs and Maint- Comm Equip	Sheriff	General Fund	11/7/2022	1,566.00
Insight Public Sector Inc	Repairs and Maint- Comm Equip	Sheriff	General Fund	11/7/2022	450.00
Cintas Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	11/7/2022	50.90
Pomps Tire Service Inc	Repairs and Maint- Vehicles	Sheriff	General Fund	11/7/2022	1,806.72
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	11/7/2022	216.61
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	11/7/2022	476.86
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	11/7/2022	17.40
Battery Service Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	11/7/2022	413.85
Hollywood Tools, LLC	Repairs and Maint- Vehicles	Sheriff	General Fund	11/7/2022	18.45
Priority Products, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	11/7/2022	65.33
Riggs Brothers	Repairs and Maint- Vehicles	Sheriff	General Fund	11/21/2022	140.00
Weldstar Company	Repairs and Maint- Vehicles	Sheriff	General Fund	11/21/2022	18.00
Hollywood Tools, LLC	Repairs and Maint- Vehicles	Sheriff	General Fund	11/21/2022	26.75
Battery Service Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	11/21/2022	545.85
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	11/21/2022	428.58
Pomps Tire Service Inc	Repairs and Maint- Vehicles	Sheriff	General Fund	11/21/2022	392.48
Cintas Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	11/21/2022	50.90
Cintas Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	11/21/2022	52.59
Cintas Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	11/21/2022	50.90
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	11/21/2022	10.58
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	11/21/2022	10.58
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	11/21/2022	77.40
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	11/21/2022	39.09
Petty Cash-Sheriff	Conferences and Meetings	Sheriff	General Fund	11/7/2022	80.00
Lexipol LLC	Employee Training	Sheriff	General Fund	11/7/2022	17,532.06
North East Multi-Regional Training Inc	Employee Training	Sheriff	General Fund	11/7/2022	325.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	11/7/2022	15.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	11/7/2022	136.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	11/7/2022	16.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	11/7/2022	16.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	11/7/2022	16.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	11/7/2022	226.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	11/7/2022	136.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	11/7/2022	370.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	11/7/2022	16.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	11/7/2022	16.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	11/7/2022	128.00

Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	11/21/2022	16.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	11/21/2022	403.69
North East Multi-Regional Training Inc	Employee Training	Sheriff	General Fund	11/21/2022	200.00
College of DuPage	Employee Training	Sheriff	General Fund	11/21/2022	599.00
Allen's Corner Garage & Towing Services, Inc.	Operating Supplies	Sheriff	General Fund	11/7/2022	250.00
Tatum Butler-Hill	Operating Supplies	Sheriff	General Fund	11/7/2022	96.25
Tatum Butler-Hill	Operating Supplies	Sheriff	General Fund	11/7/2022	46.22
Dazzos Auto Repair Inc.	Operating Supplies	Sheriff	General Fund	11/7/2022	335.00
Duke & Lee's Johnsons Garage and Towing, Inc.	Operating Supplies	Sheriff	General Fund	11/7/2022	200.00
Valley Lock Company Inc	Operating Supplies	Sheriff	General Fund	11/7/2022	38.50
Milina Wilson	Operating Supplies	Sheriff	General Fund	11/7/2022	241.88
Valley Lock Company Inc	Operating Supplies	Sheriff	General Fund	11/21/2022	43.48
Chad's Towing & Recovery, Inc.	Operating Supplies	Sheriff	General Fund	11/21/2022	251.00
Petty Cash-Sheriff	S.W.A.T. Supplies	Sheriff	General Fund	11/7/2022	112.00
Petty Cash-Sheriff	S.W.A.T. Supplies	Sheriff	General Fund	11/7/2022	16.00
Petty Cash-Sheriff	S.W.A.T. Supplies	Sheriff	General Fund	11/7/2022	50.00
Petty Cash-Sheriff	S.W.A.T. Supplies	Sheriff	General Fund	11/7/2022	128.00
Petty Cash-Sheriff	Bomb Squad Supplies	Sheriff	General Fund	11/7/2022	1,700.00
Petty Cash-Sheriff	Bomb Squad Supplies	Sheriff	General Fund	11/7/2022	192.00
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	11/7/2022	86.64
Blu Petroleum Inc	Fuel- Vehicles	Sheriff	General Fund	11/7/2022	6,837.96
Petty Cash-Sheriff	Fuel- Vehicles	Sheriff	General Fund	11/7/2022	118.90
WEX BANK	Fuel- Vehicles	Sheriff	General Fund	11/7/2022	32,062.87
Blu Petroleum Inc	Fuel- Vehicles	Sheriff	General Fund	11/21/2022	2,287.81
Blu Petroleum Inc	Fuel- Vehicles	Sheriff	General Fund	11/21/2022	2,286.83
Blu Petroleum Inc	Fuel- Vehicles	Sheriff	General Fund	11/21/2022	6,854.04
COPS Testing Service Inc	Medical/Dental/Hospital Services	Sheriff	General Fund	11/21/2022	450.00
Green Tree Pharmacy	Medical/Dental/Hospital Services	Sheriff	General Fund	11/21/2022	25.46
Lighthouse Recovery, Inc.	Medical/Dental/Hospital Services	Sheriff	General Fund	11/21/2022	25,000.00
Stericycle Inc	Medical/Dental/Hospital Services	Sheriff	General Fund	11/21/2022	175.00
Wexford Health Sources Inc	Medical/Dental/Hospital Services	Sheriff	General Fund	11/21/2022	229,882.00
Wexford Health Sources Inc	Medical/Dental/Hospital Services	Sheriff	General Fund	11/21/2022	229,788.84
Accurate Document Destruction Inc (GROOT)	Disposal and Water Softener Svcs	Sheriff	General Fund	11/21/2022	432.00
Waste Management of Illinois - West	Disposal and Water Softener Svcs	Sheriff	General Fund	11/21/2022	699.32
Waste Management of Illinois - West	Disposal and Water Softener Svcs	Sheriff	General Fund	11/21/2022	707.92
Richland Community College	Employee Training	Sheriff	General Fund	11/7/2022	7,564.40
Lexipol LLC	Employee Training	Sheriff	General Fund	11/21/2022	7,915.36
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	11/21/2022	66.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	11/21/2022	66.00
Menards, Inc.	Operating Supplies	Sheriff	General Fund	11/7/2022	34.90
Identisys, Inc.	Operating Supplies	Sheriff	General Fund	11/7/2022	1,503.34
Cintas Corporation	Operating Supplies	Sheriff	General Fund	11/7/2022	40.28
Cintas Corporation	Operating Supplies	Sheriff	General Fund	11/7/2022	28.14
Cintas Corporation	Operating Supplies	Sheriff	General Fund	11/7/2022	40.28
Cintas Corporation	Operating Supplies	Sheriff	General Fund	11/7/2022	40.28
Cintas Corporation	Operating Supplies	Sheriff	General Fund	11/7/2022	40.28
Cintas Corporation	Operating Supplies	Sheriff	General Fund	11/7/2022	40.28
Warehouse Direct Office Products	Operating Supplies	Sheriff	General Fund	11/7/2022	280.75
Warehouse Direct Office Products	Operating Supplies	Sheriff	General Fund	11/7/2022	280.75
Warehouse Direct Office Products	Operating Supplies	Sheriff	General Fund	11/7/2022	124.63
Warehouse Direct Office Products	Operating Supplies	Sheriff	General Fund	11/21/2022	280.75
Warehouse Direct Office Products	Operating Supplies	Sheriff	General Fund	11/21/2022	156.12
Warehouse Direct Office Products	Operating Supplies	Sheriff	General Fund	11/21/2022	280.75
Cintas Corporation	Operating Supplies	Sheriff	General Fund	11/21/2022	40.28
Laundry Loops Inc	Operating Supplies	Sheriff	General Fund	11/21/2022	431.75

Alarm Detection Systems, Inc.	Operating Supplies	Sheriff	General Fund	11/21/2022	630.00
Menards, Inc.	Operating Supplies	Sheriff	General Fund	11/21/2022	64.04
Petty Cash-Sheriff	Operating Supplies	Sheriff	General Fund	11/21/2022	125.55
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	11/21/2022	141.91
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	11/21/2022	494.11
Aramark Services, Inc.	Food	Sheriff	General Fund	11/7/2022	10,419.24
Aramark Services, Inc.	Food	Sheriff	General Fund	11/7/2022	10,617.57
Aramark Services, Inc.	Food	Sheriff	General Fund	11/7/2022	10,243.04
Aramark Services, Inc.	Food	Sheriff	General Fund	11/21/2022	10,448.72
Aramark Services, Inc.	Food	Sheriff	General Fund	11/21/2022	10,665.31
Behavioral Interventions, Inc. (BI, Inc.)	Food	Sheriff	General Fund	11/21/2022	285.00
Behavioral Interventions, Inc. (BI, Inc.)	Food	Sheriff	General Fund	11/21/2022	7,011.25
Behavioral Interventions, Inc. (BI, Inc.)	Food	Sheriff	General Fund	11/21/2022	2,250.00
Behavioral Interventions, Inc. (BI, Inc.)	Food	Sheriff	General Fund	11/21/2022	6,471.80
Behavioral Interventions, Inc. (BI, Inc.)	Food	Sheriff	General Fund	11/21/2022	6,022.75
Century Springs/Ove Water Services	Food	Sheriff	General Fund	11/21/2022	9.28
Century Springs/Ove Water Services	Food	Sheriff	General Fund	11/21/2022	15.57
Century Springs/Ove Water Services	Food	Sheriff	General Fund	11/21/2022	80.31
Century Springs/Ove Water Services	Food	Sheriff	General Fund	11/21/2022	92.79
Century Springs/Ove Water Services	Food	Sheriff	General Fund	11/21/2022	52.59
Petty Cash-Sheriff	Food	Sheriff	General Fund	11/21/2022	24.59
Petty Cash-Sheriff	Food	Sheriff	General Fund	11/21/2022	16.00
Uline	Food	Sheriff	General Fund	11/21/2022	2,998.54
Bob Barker Company Inc	Clothing Supplies	Sheriff	General Fund	11/7/2022	237.00
Bob Barker Company Inc	Clothing Supplies	Sheriff	General Fund	11/7/2022	261.00
Bob Barker Company Inc	Clothing Supplies	Sheriff	General Fund	11/21/2022	340.00
Bob Barker Company Inc	Clothing Supplies	Sheriff	General Fund	11/21/2022	159.93
Aramark Services, Inc.	Public Health Commodities - Coronavirus	Sheriff	General Fund	11/7/2022	48.78
Aramark Services, Inc.	Public Health Commodities - Coronavirus	Sheriff	General Fund	11/7/2022	141.84
Aramark Services, Inc.	Public Health Commodities - Coronavirus	Sheriff	General Fund	11/7/2022	22.32
Aramark Services, Inc.	Public Health Commodities - Coronavirus	Sheriff	General Fund	11/21/2022	28.98
Aramark Services, Inc.	Public Health Commodities - Coronavirus	Sheriff	General Fund	11/21/2022	188.64
Tronex International, Inc.	Public Health Commodities - Coronavirus	Sheriff	General Fund	11/21/2022	1,840.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	11/7/2022	80.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	11/7/2022	80.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	11/21/2022	80.00
North East Multi-Regional Training Inc	Employee Training	Sheriff	General Fund	11/21/2022	525.00
Physicians Immediate Care North Chicago, LLC	Pre-Employ Drug Testing and Labs	Sheriff	General Fund	11/7/2022	3,380.00
Physicians Immediate Care North Chicago, LLC	Pre-Employ Drug Testing and Labs	Sheriff	General Fund	11/21/2022	3,914.00
COPS Testing Service Inc	Pre-Employ Drug Testing and Labs	Sheriff	General Fund	11/21/2022	900.00
COPS Testing Service Inc	Pre-Employ Drug Testing and Labs	Sheriff	General Fund	11/21/2022	450.00
Warehouse Direct Office Products	Operating Supplies	Sheriff	General Fund	11/7/2022	926.94
Warehouse Direct Office Products	Operating Supplies	Sheriff	General Fund	11/21/2022	33.51
Warehouse Direct Office Products	Operating Supplies	Sheriff	General Fund	11/21/2022	540.13
Warehouse Direct Office Products	Operating Supplies	Sheriff	General Fund	11/21/2022	577.71
Century Springs/Ove Water Services	Operating Supplies	Sheriff	General Fund	11/21/2022	29.43
Century Springs/Ove Water Services	Operating Supplies	Sheriff	General Fund	11/21/2022	13.57
Valley Lock Company Inc	Operating Supplies	Sheriff	General Fund	11/21/2022	10.50
J.G. Uniforms, Inc.	Uniform Supplies	Sheriff	General Fund	11/7/2022	872.00
J.G. Uniforms, Inc.	Uniform Supplies	Sheriff	General Fund	11/7/2022	878.49
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	11/7/2022	304.26
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	11/7/2022	69.56
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	11/7/2022	152.13
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	11/7/2022	218.26
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	11/7/2022	13.59

Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	11/7/2022	28.42
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	11/7/2022	172.90
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	11/7/2022	272.68
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	11/7/2022	229.65
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	11/21/2022	682.13
Menards, Inc.	Repairs and Maint- Equipment	Sheriff	General Fund	11/7/2022	15.20
Menards, Inc.	Repairs and Maint- Equipment	Sheriff	General Fund	11/7/2022	(13.99)
Menards, Inc.	Repairs and Maint- Equipment	Sheriff	General Fund	11/7/2022	15.99
Quill Corporation	Office Supplies	Sheriff	General Fund	11/7/2022	52.23
Quill Corporation	Office Supplies	Sheriff	General Fund	11/7/2022	301.74
Quill Corporation	Office Supplies	Sheriff	General Fund	11/7/2022	65.01
Arthur J Femister dba Public Safety Software Group	Operating Supplies	Sheriff	General Fund	11/7/2022	540.00
Pi Variables Inc	Operating Supplies	Sheriff	General Fund	11/21/2022	4,080.00
PETER J BURGERT	Employee Mileage Expense	Merit Commission	General Fund	11/21/2022	237.50
Todd A. Zies	Employee Mileage Expense	Merit Commission	General Fund	11/21/2022	57.50
Southern Computer Warehouse (SCW)	Software Licensing Cost	Court Services	General Fund	11/7/2022	425.26
Impact Networking, LLC	Repairs and Maint- Copiers	Court Services	General Fund	11/21/2022	120.00
Lisa Aust	Conferences and Meetings	Court Services	General Fund	11/7/2022	171.25
Accurate Document Destruction Inc (GROOT)	Destruction of Records Services	Court Services	General Fund	11/21/2022	172.50
Peterson Cleaning, Inc. (PCI Services, Inc.)	Janitorial Services	Court Services	General Fund	11/7/2022	429.25
Peterson Cleaning, Inc. (PCI Services, Inc.)	Janitorial Services	Court Services	General Fund	11/7/2022	424.75
Toshiba America Business Solutions Inc	Repairs and Maint- Copiers	Court Services	General Fund	11/7/2022	45.57
Motorola Solutions Inc	Repairs and Maint- Comm Equip	Court Services	General Fund	11/21/2022	90.00
105 Grove LLC	Building Space Rental	Court Services	General Fund	11/7/2022	2,779.62
Century Springs/Ove Water Services	Miscellaneous Contractual Exp	Court Services	General Fund	11/21/2022	114.24
Century Springs/Ove Water Services	Miscellaneous Contractual Exp	Court Services	General Fund	11/21/2022	35.02
105 Grove LLC	Office Supplies	Court Services	General Fund	11/21/2022	86.94
The Tree House Inc	Computer Related Supplies	Court Services	General Fund	11/7/2022	827.20
The Tree House Inc	Computer Related Supplies	Court Services	General Fund	11/7/2022	185.40
Initial Impressions Inc	Uniform Supplies	Court Services	General Fund	11/7/2022	1,757.69
Warehouse Direct Office Products	Equipment < \$1000	Court Services	General Fund	11/21/2022	-
Warehouse Direct Office Products	Equipment > \$1000	Court Services	General Fund	11/21/2022	3,681.65
WEX BANK	Fuel- Vehicles	Court Services	General Fund	11/21/2022	604.83
Nancy Bagley	Psychological/Psychiatric Srvs	Court Services	General Fund	11/7/2022	500.00
Ecker Center for Mental Health	Psychological/Psychiatric Srvs	Court Services	General Fund	11/21/2022	2,500.00
Association for Individual Development (AID)	Psychological/Psychiatric Srvs	Court Services	General Fund	11/21/2022	1,836.67
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	11/7/2022	1,233.45
Kimberly A Reed	Conferences and Meetings	Court Services	General Fund	11/7/2022	51.60
Jessica Newsome	Employee Training	Court Services	General Fund	11/21/2022	220.00
Peterson Cleaning, Inc. (PCI Services, Inc.)	Janitorial Services	Court Services	General Fund	11/7/2022	844.75
Peterson Cleaning, Inc. (PCI Services, Inc.)	Janitorial Services	Court Services	General Fund	11/7/2022	692.25
Waste Management of Illinois - West	Repairs and Maint- Buildings	Court Services	General Fund	11/7/2022	125.00
105 Grove LLC	Building Space Rental	Court Services	General Fund	11/7/2022	2,779.62
SC Auto Inc DBA Midas Auto Service	Repairs and Maint- Vehicles	Court Services	General Fund	11/7/2022	281.25
SC Auto Inc DBA Midas Auto Service	Repairs and Maint- Vehicles	Court Services	General Fund	11/7/2022	1,556.34
Alarm Detection Systems, Inc.	Repairs and Maint- Office Equip	Court Services	General Fund	11/21/2022	453.84
Century Springs/Ove Water Services	Miscellaneous Contractual Exp	Court Services	General Fund	11/21/2022	35.02
The Tree House Inc	Computer Related Supplies	Court Services	General Fund	11/7/2022	872.35
The Tree House Inc	Computer Related Supplies	Court Services	General Fund	11/7/2022	779.90
Initial Impressions Inc	Uniform Supplies	Court Services	General Fund	11/7/2022	1,757.69
Warehouse Direct Office Products	Equipment < \$1000	Court Services	General Fund	11/21/2022	-
Warehouse Direct Office Products	Equipment > \$1000	Court Services	General Fund	11/21/2022	4,021.60
WEX BANK	Fuel- Vehicles	Court Services	General Fund	11/21/2022	175.83
Advanced Correctional Healthcare	Medical/Dental/Hospital Services	Court Services	General Fund	11/21/2022	36,432.78
Advanced Correctional Healthcare	Medical/Dental/Hospital Services	Court Services	General Fund	11/21/2022	(157.80)

Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	11/7/2022	66.45
K&J Painting, LLC	Repairs and Maint- Grounds	Court Services	General Fund	11/21/2022	15,850.00
Corey Harris	Employee Training	Court Services	General Fund	11/7/2022	118.14
Michael Davis	Employee Training	Court Services	General Fund	11/21/2022	117.87
Stericycle Inc	Miscellaneous Contractual Exp	Court Services	General Fund	11/7/2022	51.37
Century Springs/Ove Water Services	Miscellaneous Contractual Exp	Court Services	General Fund	11/21/2022	95.78
Warehouse Direct Office Products	Office Supplies	Court Services	General Fund	11/7/2022	38.47
Warehouse Direct Office Products	Office Supplies	Court Services	General Fund	11/21/2022	38.47
Uline	Office Supplies	Court Services	General Fund	11/21/2022	270.00
Sams Club Direct	Operating Supplies	Court Services	General Fund	11/21/2022	219.72
City of St. Charles	Utilities- Water	Court Services	General Fund	11/7/2022	1,207.20
Sysco Food Services Chicago	Food	Court Services	General Fund	11/7/2022	42.68
Aramark Services, Inc.	Food	Court Services	General Fund	11/7/2022	1,890.00
Aramark Services, Inc.	Food	Court Services	General Fund	11/21/2022	1,890.00
Aramark Services, Inc.	Food	Court Services	General Fund	11/21/2022	1,890.00
Aramark Services, Inc.	Food	Court Services	General Fund	11/21/2022	1,890.00
Aramark Services, Inc.	Food	Court Services	General Fund	11/21/2022	1,953.00
Aramark Services, Inc.	Food	Court Services	General Fund	11/21/2022	1,890.00
Sams Club Direct	Food	Court Services	General Fund	11/21/2022	168.46
Sysco Food Services Chicago	Food	Court Services	General Fund	11/21/2022	2,210.70
Green Tree Pharmacy	Medical Supplies and Drugs	Court Services	General Fund	11/7/2022	724.24
McKesson Medical Surgical	Medical Supplies and Drugs	Court Services	General Fund	11/21/2022	192.44
Symphony Diagnostic Svcs No. 1 dba MobilexUSA	Medical Supplies and Drugs	Court Services	General Fund	11/21/2022	273.00
WEX BANK	Fuel- Vehicles	Court Services	General Fund	11/21/2022	168.71
Warehouse Direct Office Products	Office Supplies	Court Services	General Fund	11/7/2022	286.65
Warehouse Direct Office Products	Office Supplies	Court Services	General Fund	11/21/2022	27.37
Warehouse Direct Office Products	Office Supplies	Court Services	General Fund	11/21/2022	27.83
Toshiba America Business Solutions Inc	Repairs and Maint- Copiers	Court Services	General Fund	11/21/2022	37.92
Ellis O'Connor	Conferences and Meetings	Court Services	General Fund	11/21/2022	286.00
Ellis O'Connor	Conferences and Meetings	Court Services	General Fund	11/21/2022	48.00
Bridget Springmire	Conferences and Meetings	Court Services	General Fund	11/21/2022	286.00
Bridget Springmire	Conferences and Meetings	Court Services	General Fund	11/21/2022	48.00
Alexandra Tsang	Conferences and Meetings	Court Services	General Fund	11/21/2022	142.00
Alexandra Tsang	Conferences and Meetings	Court Services	General Fund	11/21/2022	144.00
Alexandra Tsang	Conferences and Meetings	Court Services	General Fund	11/21/2022	48.00
Ashley VanOpstall	Conferences and Meetings	Court Services	General Fund	11/21/2022	286.00
Ashley VanOpstall	Conferences and Meetings	Court Services	General Fund	11/21/2022	32.00
Alexandra Tsang	Employee Mileage Expense	Court Services	General Fund	11/21/2022	61.25
Alexandra Tsang	Employee Mileage Expense	Court Services	General Fund	11/21/2022	198.75
Warehouse Direct Office Products	Office Supplies	Court Services	General Fund	11/21/2022	34.19
Psychological Assessment Resources Inc (PAR, Inc.)	Testing Materials	Court Services	General Fund	11/7/2022	399.17
Western Psychological Svcs	Testing Materials	Court Services	General Fund	11/21/2022	272.80
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	11/7/2022	315.90
NMS Labs	Autopsies/Consulting	Coroner	General Fund	11/21/2022	5,282.00
Tissue Techniques Pathology Labs LLC	Forensic Expense	Coroner	General Fund	11/7/2022	42.50
Tissue Techniques Pathology Labs LLC	Forensic Expense	Coroner	General Fund	11/21/2022	467.50
NMS Labs	Forensic Expense	Coroner	General Fund	11/21/2022	2,500.00
NMS Labs	Toxicology Expense	Coroner	General Fund	11/21/2022	5,500.00
Marberry Cleaners & Launderers	Miscellaneous Contractual Exp	Coroner	General Fund	11/7/2022	23.25
Marberry Cleaners & Launderers	Miscellaneous Contractual Exp	Coroner	General Fund	11/7/2022	65.10
Marberry Cleaners & Launderers	Miscellaneous Contractual Exp	Coroner	General Fund	11/21/2022	55.80
Stericycle Inc	Miscellaneous Contractual Exp	Coroner	General Fund	11/21/2022	452.26
WEX BANK	Fuel- Vehicles	Environmental Management	General Fund	11/21/2022	65.59
Chicago Title Company, LLC	Contractual/Consulting Services	Development	General Fund	11/7/2022	250.00
Planet Depos, LLC	Contractual/Consulting Services	Development	General Fund	11/7/2022	492.25

Paddock Publications (Daily Herald)	Legal Printing	Development	General Fund	11/7/2022	177.10
Julia Thavong	Conferences and Meetings	Development	General Fund	11/21/2022	24.74
Warehouse Direct Office Products	Office Supplies	Development	General Fund	11/7/2022	(306.14)
Warehouse Direct Office Products	Office Supplies	Development	General Fund	11/7/2022	78.41
Warehouse Direct Office Products	Office Supplies	Development	General Fund	11/7/2022	35.18
Warehouse Direct Office Products	Office Supplies	Development	General Fund	11/7/2022	87.54
Warehouse Direct Office Products	Office Supplies	Development	General Fund	11/21/2022	150.20
Warehouse Direct Office Products	Office Supplies	Development	General Fund	11/21/2022	59.30
Warehouse Direct Office Products	Office Supplies	Development	General Fund	11/21/2022	20.00
Warehouse Direct Office Products	Office Supplies	Development	General Fund	11/21/2022	18.34
Century Springs/Ove Water Services	Operating Supplies	Development	General Fund	11/7/2022	6.29
LRD Systems & Forms	Self-Mailer	Other- Countywide Expenses	General Fund	11/7/2022	318.33
LRD Systems & Forms	Self-Mailer	Other- Countywide Expenses	General Fund	11/7/2022	110.25
FedEx	Postage	Other- Countywide Expenses	General Fund	11/7/2022	70.79
FedEx	Postage	Other- Countywide Expenses	General Fund	11/7/2022	198.35
FedEx	Postage	Other- Countywide Expenses	General Fund	11/7/2022	431.70
FedEx	Postage	Other- Countywide Expenses	General Fund	11/7/2022	316.93
FedEx	Postage	Other- Countywide Expenses	General Fund	11/7/2022	8.31
Pitney Bowes Presort Services LLC	Postage	Other- Countywide Expenses	General Fund	11/7/2022	52.88
Pitney Bowes Presort Services LLC	Postage	Other- Countywide Expenses	General Fund	11/7/2022	51.80
Pitney Bowes Presort Services LLC	Postage	Other- Countywide Expenses	General Fund	11/21/2022	51.71
Pitney Bowes, Inc.	Postage	Other- Countywide Expenses	General Fund	11/21/2022	1,242.34
Pitney Bowes, Inc.	Postage	Other- Countywide Expenses	General Fund	11/21/2022	315.12
Pitney Bowes, Inc.	Postage	Other- Countywide Expenses	General Fund	11/21/2022	2,417.60
Submittable Holdings Inc. dba Submittable	Public Health Services - Coronavirus	Other- Countywide Expenses	General Fund	11/21/2022	17,343.94
Tyler Technologies, Inc. (New World)	Software Licensing Cost	Other- Countywide Expenses	General Fund	11/7/2022	175.00
Hodges-Mace LLC	Software Licensing Cost	Other- Countywide Expenses	General Fund	11/21/2022	7,393.60
Southern Computer Warehouse (SCW)	Software Licensing Cost	Other- Countywide Expenses	General Fund	11/21/2022	28.94
AT&T	Telephone	Other- Countywide Expenses	General Fund	11/7/2022	159.36
AT&T	Telephone	Other- Countywide Expenses	General Fund	11/7/2022	1,364.73
PTS Communications, Inc.	Telephone	Other- Countywide Expenses	General Fund	11/21/2022	103.00
Verizon Wireless	Cellular Phone	Other- Countywide Expenses	General Fund	11/7/2022	32,397.54
AT&T Mobility	Cellular Phone	Other- Countywide Expenses	General Fund	11/21/2022	72.48
Spok, Inc. (USA Mobility Wireless Inc)	Cellular Phone	Other- Countywide Expenses	General Fund	11/21/2022	95.44
Spok, Inc. (USA Mobility Wireless Inc)	Cellular Phone	Other- Countywide Expenses	General Fund	11/21/2022	155.77
T-Mobile USA, Inc.	Cellular Phone	Other- Countywide Expenses	General Fund	11/21/2022	47.20
John Zakosek	Internet	Other- Countywide Expenses	General Fund	11/7/2022	89.95
Darin P. Earl	Internet	Other- Countywide Expenses	General Fund	11/7/2022	99.99
Robert Enright	Internet	Other- Countywide Expenses	General Fund	11/7/2022	67.79
Eric C Gwillim	Internet	Other- Countywide Expenses	General Fund	11/7/2022	89.95
Jon Kloese	Internet	Other- Countywide Expenses	General Fund	11/7/2022	79.95
Jon Kloese	Internet	Other- Countywide Expenses	General Fund	11/21/2022	79.95
Kurt D. Lebo	Internet	Other- Countywide Expenses	General Fund	11/21/2022	62.86
Corey Malis	Internet	Other- Countywide Expenses	General Fund	11/21/2022	26.78
Steven Shackleton	Internet	Other- Countywide Expenses	General Fund	11/21/2022	179.90
Eric C Gwillim	Internet	Other- Countywide Expenses	General Fund	11/21/2022	89.95
Brooke Hampel	Internet	Other- Countywide Expenses	General Fund	11/21/2022	89.95
Gary Erickson	Internet	Other- Countywide Expenses	General Fund	11/21/2022	69.99
Lindsey Brusky	Internet	Other- Countywide Expenses	General Fund	11/21/2022	109.00
Cogent Communications Inc	Internet	Other- Countywide Expenses	General Fund	11/21/2022	800.00
Thomas Cunningham	Internet	Other- Countywide Expenses	General Fund	11/21/2022	55.00
Andrew Dohr	Internet	Other- Countywide Expenses	General Fund	11/21/2022	50.00
Laner Muchin Ltd	Contractual/Consulting Services	Human Resource Management	Insurance Liability	11/7/2022	3,828.40
Edgar K. Collison Law Offices, Ltd.	Legal Services	State's Attorney	Insurance Liability	11/7/2022	8,000.00
Franco & Moroney LLC dba Franco Moroney Buenik LLC	Legal Services	State's Attorney	Insurance Liability	11/7/2022	1,741.50

James G Guagliardo	Legal Services	State's Attorney	Insurance Liability	11/7/2022	47.50
James G Guagliardo	Legal Services	State's Attorney	Insurance Liability	11/7/2022	237.50
James G Guagliardo	Legal Services	State's Attorney	Insurance Liability	11/7/2022	237.50
Chronicle Media, LLC	Legal Trial Notices	State's Attorney	Insurance Liability	11/7/2022	300.00
Chronicle Media, LLC	Legal Trial Notices	State's Attorney	Insurance Liability	11/21/2022	200.00
Planet Depos, LLC	Court Reporter Costs	State's Attorney	Insurance Liability	11/7/2022	295.00
Illinois States Attorneys Association	Conferences and Meetings	State's Attorney	Insurance Liability	11/7/2022	900.00
Century Springs/Ove Water Services	Office Supplies	State's Attorney	Insurance Liability	11/21/2022	23.45
Alarm Detection Systems, Inc.	Contractual/Consulting Services	Information Technologies	Geographic Information Systems	11/7/2022	210.00
Kaneland Foundation	External Grants	County Board	Grand Victoria Casino Elgin	11/21/2022	15,000.00
Veterans Smile Program	External Grants	County Board	Grand Victoria Casino Elgin	11/21/2022	2,350.00
Defin.Net Solutions Inc	Contractual/Consulting Services	Other- Countywide Expenses	Public Safety Sales Tax	11/21/2022	9,000.00
Tyler Technologies, Inc. (New World)	Software Licensing Cost	Other- Countywide Expenses	Public Safety Sales Tax	11/21/2022	5,187.00
Tyler Technologies, Inc. (New World)	Software Licensing Cost	Other- Countywide Expenses	Public Safety Sales Tax	11/21/2022	13,795.28
NAT Tech Inc. (National Technologies NTI)	Communications Equipment	Other- Countywide Expenses	Public Safety Sales Tax	11/7/2022	19,640.00
USIC Locating Services LLC	Communications Equipment	Other- Countywide Expenses	Public Safety Sales Tax	11/21/2022	1,246.62
Currie Motors Frankfort, Inc	Automotive Equipment	Other- Countywide Expenses	Public Safety Sales Tax	11/7/2022	146,976.00
Currie Motors Frankfort, Inc	Automotive Equipment	Other- Countywide Expenses	Public Safety Sales Tax	11/7/2022	36,744.00
Strypes Plus More, Inc.	Automotive Equipment	Other- Countywide Expenses	Public Safety Sales Tax	11/7/2022	900.00
Currie Motors Frankfort, Inc	Automotive Equipment	Other- Countywide Expenses	Public Safety Sales Tax	11/21/2022	110,232.00
Currie Motors Frankfort, Inc	Automotive Equipment	Other- Countywide Expenses	Public Safety Sales Tax	11/21/2022	36,744.00
Currie Motors Frankfort, Inc	Automotive Equipment	Other- Countywide Expenses	Public Safety Sales Tax	11/21/2022	36,744.00
Defin.Net Solutions Inc	Contractual/Consulting Services	Other- Countywide Expenses	Judicial Technology Sales Tax	11/21/2022	8,000.00
Tyler Technologies, Inc. (New World)	Software Licensing Cost	Other- Countywide Expenses	Judicial Technology Sales Tax	11/21/2022	164,694.66
Gordon Flesch Company Inc	Repairs and Maint- Copiers	Recorder	Recorder's Automation	11/21/2022	6.66
NVZ Inc	Repairs and Maint- Copiers	Recorder	Recorder's Automation	11/21/2022	195.00
HOV Services Inc dba an Exela Technologies Co	Operating Supplies	Recorder	Recorder's Automation	11/7/2022	366.13
Land-Code LLC	Computer Related Supplies	Recorder	Recorder's Automation	11/7/2022	439.85
Kane County Bar Foundation, Inc.	Contractual/Consulting Services	Judiciary and Courts	Children's Waiting Room	11/21/2022	9,745.19
Cummins-Allison Corporation	Office Supplies	Circuit Clerk	Circuit Clerk Admin Services	11/7/2022	2,054.00
American Stamp & Marking Products, Inc.	Office Supplies	Circuit Clerk	Circuit Clerk Admin Services	11/21/2022	211.86
Brenda D Gregory	Court Reporter Costs	State's Attorney	Drug Prosecution	11/7/2022	136.00
Barbara A Johnston	Court Reporter Costs	State's Attorney	Drug Prosecution	11/21/2022	92.00
		State's Attorney	Domestic Violence	11/7/2022	92.00
		State's Attorney	Domestic Violence	11/21/2022	36.00
Mutual Aid Box Alarm System (M.A.B.A.S.)	Contractual/Consulting Services	State's Attorney	Child Advocacy Center	11/21/2022	807.57
		State's Attorney	Child Advocacy Center	11/7/2022	106.40
Brenda D Gregory	Court Reporter Costs	State's Attorney	Child Advocacy Center	11/7/2022	60.00
Roots and Wings Counseling Consultants, LLC	Counseling Services	State's Attorney	Child Advocacy Center	11/21/2022	200.00
Roots and Wings Counseling Consultants, LLC	Counseling Services	State's Attorney	Child Advocacy Center	11/21/2022	300.00
Roots and Wings Counseling Consultants, LLC	Counseling Services	State's Attorney	Child Advocacy Center	11/21/2022	150.00
Roots and Wings Counseling Consultants, LLC	Counseling Services	State's Attorney	Child Advocacy Center	11/21/2022	150.00
Jiffy Lube (Sound Billing LLC)	Repairs and Maint- Vehicles	State's Attorney	Child Advocacy Center	11/21/2022	51.97
Jiffy Lube (Sound Billing LLC)	Repairs and Maint- Vehicles	State's Attorney	Child Advocacy Center	11/21/2022	80.98
Nelson Systems, Inc.	Computer Software- Non Capital	State's Attorney	Child Advocacy Center	11/21/2022	320.73
Insight Public Sector Inc	Computer Hardware- Non Capital	State's Attorney	Child Advocacy Center	11/21/2022	3,915.00
Insight Public Sector Inc	Computer Hardware- Non Capital	State's Attorney	Child Advocacy Center	11/21/2022	1,990.00
Insight Public Sector Inc	Computer Hardware- Non Capital	State's Attorney	Child Advocacy Center	11/21/2022	130.00
Insight Public Sector Inc	Computer Hardware- Non Capital	State's Attorney	Child Advocacy Center	11/21/2022	(1,566.00)
WEX BANK	Fuel- Vehicles	State's Attorney	Child Advocacy Center	11/21/2022	149.00
Translation Today Network Inc	Professional Services	Law Library	Law Library	11/21/2022	84.78
Gordon Flesch Company Inc	Repairs and Maint- Copiers	Law Library	Law Library	11/21/2022	889.00
Toshiba America Business Solutions Inc	Repairs and Maint- Copiers	Law Library	Law Library	11/21/2022	143.06
RELX Inc. dba LexisNexis	Miscellaneous Contractual Exp	Law Library	Law Library	11/21/2022	855.00
RELX Inc. dba LexisNexis	Miscellaneous Contractual Exp	Law Library	Law Library	11/21/2022	1,320.00

RELX Inc. dba LexisNexis	Miscellaneous Contractual Exp	Law Library	Law Library	11/21/2022	855.00
RELX Inc. dba LexisNexis	Miscellaneous Contractual Exp	Law Library	Law Library	11/21/2022	1,320.00
Alphagraphics (#344)	Office Supplies	Law Library	Law Library	11/21/2022	396.16
Alphagraphics (#344)	Office Supplies	Law Library	Law Library	11/21/2022	253.36
Alphagraphics (#344)	Office Supplies	Law Library	Law Library	11/21/2022	111.62
Fifth Third Bank	Office Supplies	Law Library	Law Library	11/21/2022	26.02
Illinois Institute for Continuing Legal Education	Books and Subscriptions	Law Library	Law Library	11/21/2022	60.00
Illinois Institute for Continuing Legal Education	Books and Subscriptions	Law Library	Law Library	11/21/2022	93.75
Illinois Institute for Continuing Legal Education	Books and Subscriptions	Law Library	Law Library	11/21/2022	131.25
Illinois Institute for Continuing Legal Education	Books and Subscriptions	Law Library	Law Library	11/21/2022	131.25
Illinois Institute for Continuing Legal Education	Books and Subscriptions	Law Library	Law Library	11/21/2022	123.75
Illinois Institute for Continuing Legal Education	Books and Subscriptions	Law Library	Law Library	11/21/2022	127.50
Illinois State Bar Association	Books and Subscriptions	Law Library	Law Library	11/21/2022	250.00
Law Bulletin Media	Books and Subscriptions	Law Library	Law Library	11/21/2022	399.00
RELX Inc. dba LexisNexis	Books and Subscriptions	Law Library	Law Library	11/21/2022	2,155.24
RELX Inc. dba LexisNexis	Books and Subscriptions	Law Library	Law Library	11/21/2022	642.61
RELX Inc. dba LexisNexis	Books and Subscriptions	Law Library	Law Library	11/21/2022	401.31
RELX Inc. dba LexisNexis	Books and Subscriptions	Law Library	Law Library	11/21/2022	1,091.36
Richard E. Flamm dba Banks & Jordan Law Pub. Co.	Books and Subscriptions	Law Library	Law Library	11/21/2022	114.60
Century Springs/Ove Water Services	Food	Law Library	Law Library	11/21/2022	6.29
Century Springs/Ove Water Services	Food	Law Library	Law Library	11/21/2022	2.99
Century Springs/Ove Water Services	Food	Law Library	Law Library	11/21/2022	2.99
Century Springs/Ove Water Services	Food	Law Library	Law Library	11/21/2022	10.58
Warehouse Direct Office Products	Food	Law Library	Law Library	11/21/2022	68.54
Petty Cash-Sheriff	Operating Supplies	Sheriff	Cannabis Regulation - Local	11/7/2022	226.45
The Peavey Corp dba Lynn Peavey Company	Operating Supplies	Sheriff	Cannabis Regulation - Local	11/21/2022	211.22
Ray O'Herron Co., Inc.	Operating Supplies	Sheriff	Sheriff DEF Federal - Treasury	11/7/2022	88.31
Ray O'Herron Co., Inc.	Operating Supplies	Sheriff	Sheriff DEF Federal - Treasury	11/7/2022	61.12
Ray O'Herron Co., Inc.	Operating Supplies	Sheriff	Sheriff DEF Federal - Treasury	11/7/2022	291.52
Ray O'Herron Co., Inc.	Operating Supplies	Sheriff	Sheriff DEF Federal - Treasury	11/21/2022	33.28
Ray O'Herron Co., Inc.	Operating Supplies	Sheriff	Sheriff DEF Federal - Treasury	11/21/2022	60.82
Ray O'Herron Co., Inc.	Operating Supplies	Sheriff	Sheriff DEF Federal - Treasury	11/21/2022	112.95
Streicher's, Inc.	Operating Supplies	Sheriff	Sheriff DEF Federal - Treasury	11/21/2022	5,458.60
Data Clean Corporation	Contractual/Consulting Services	Kane Comm	Kane Comm	11/21/2022	610.00
Sarah Stoffa	Conferences and Meetings	Kane Comm	Kane Comm	11/21/2022	9.30
Christopher McMeen	Employee Training	Kane Comm	Kane Comm	11/7/2022	28.00
Sarah Stoffa	Employee Training	Kane Comm	Kane Comm	11/7/2022	104.31
Sarah Stoffa	Employee Training	Kane Comm	Kane Comm	11/21/2022	20.00
Christopher McMeen	Employee Mileage Expense	Kane Comm	Kane Comm	11/7/2022	222.77
Michelle Guthrie	Employee Mileage Expense	Kane Comm	Kane Comm	11/7/2022	57.25
Sarah Stoffa	Employee Mileage Expense	Kane Comm	Kane Comm	11/7/2022	122.77
Sarah Stoffa	Employee Mileage Expense	Kane Comm	Kane Comm	11/21/2022	366.39
Michelle Guthrie	Employee Mileage Expense	Kane Comm	Kane Comm	11/21/2022	278.38
Christopher McMeen	Employee Mileage Expense	Kane Comm	Kane Comm	11/21/2022	24.63
Physicians Immediate Care North Chicago, LLC	Pre-Employment Physicals	Kane Comm	Kane Comm	11/21/2022	325.00
Century Springs/Ove Water Services	Office Supplies	Kane Comm	Kane Comm	11/21/2022	23.45
Century Springs/Ove Water Services	Office Supplies	Kane Comm	Kane Comm	11/21/2022	2.99
Century Springs/Ove Water Services	Office Supplies	Kane Comm	Kane Comm	11/21/2022	27.74
Sarah Stoffa	Operating Supplies	Kane Comm	Kane Comm	11/7/2022	15.98
Sarah Stoffa	Operating Supplies	Kane Comm	Kane Comm	11/21/2022	15.99
Michelle Guthrie	Operating Supplies	Kane Comm	Kane Comm	11/21/2022	18.48
Sarah Stoffa	Employee Recognition Supplies	Kane Comm	Kane Comm	11/7/2022	19.99
Care Clinics Inc	Contractual/Consulting Services	Court Services	Probation Services	11/7/2022	690.00
Language Line Services	Contractual/Consulting Services	Court Services	Probation Services	11/7/2022	2,563.76
Mind, Body, Spirit Healing (MBSH)	Contractual/Consulting Services	Court Services	Probation Services	11/7/2022	150.00

Braden Counseling Center, PC	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	350.00
Braden Counseling Center, PC	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	320.00
Braden Counseling Center, PC	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	100.00
Braden Counseling Center, PC	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	250.00
Braden Counseling Center, PC	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	180.00
Braden Counseling Center, PC	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	125.00
Braden Counseling Center, PC	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	1,078.51
Braden Counseling Center, PC	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	310.00
Braden Counseling Center, PC	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	470.00
Braden Counseling Center, PC	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	250.00
Braden Counseling Center, PC	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	125.00
Braden Counseling Center, PC	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	300.00
Braden Counseling Center, PC	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	290.00
Braden Counseling Center, PC	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	310.00
Braden Counseling Center, PC	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	50.00
Braden Counseling Center, PC	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	125.00
Braden Counseling Center, PC	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	220.00
Braden Counseling Center, PC	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	250.00
Latino Treatment Center	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	990.00
Mutual Ground, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	720.00
Mutual Ground, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	180.00
Mutual Ground, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	110.00
Associates in Behavioral Health Care ABC - DUI	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	200.00
Associates in Behavioral Health Care ABC - DUI	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	200.00
Associates in Behavioral Health Care ABC - DUI	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	200.00
Associates in Behavioral Health Care ABC - DUI	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	200.00
Associates in Behavioral Health Care ABC - DUI	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	200.00
Associates in Behavioral Health Care ABC - DUI	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	200.00
Associates in Behavioral Health Care ABC - DUI	Psychological/Psychiatric Srvs	Court Services	Probation Services	11/21/2022	200.00
Theodore Polygraph Services, Inc.	Polygraph Testing	Court Services	Probation Services	11/7/2022	300.00
Eagle Eye Polygraph, LLC	Polygraph Testing	Court Services	Probation Services	11/21/2022	650.00
Richard Malek II	Conferences and Meetings	Court Services	Probation Services	11/21/2022	157.54
Richard Malek II	Conferences and Meetings	Court Services	Probation Services	11/21/2022	115.36
Richard Malek II	Conferences and Meetings	Court Services	Probation Services	11/21/2022	44.80
Abel Screening Inc	Testing Materials	Court Services	Probation Services	11/7/2022	79.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	11/7/2022	79.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	11/7/2022	79.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	11/7/2022	79.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	11/21/2022	79.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	11/21/2022	79.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	11/21/2022	79.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	11/21/2022	79.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	11/21/2022	79.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	11/21/2022	79.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	11/21/2022	79.00
PharmChem, Inc.	Lab Services	Court Services	Substance Abuse Screening	11/7/2022	157.25
Redwood Toxicology Inc.	Lab Services	Court Services	Substance Abuse Screening	11/7/2022	875.90
Redwood Toxicology Inc.	Lab Services	Court Services	Substance Abuse Screening	11/7/2022	871.15
Redwood Toxicology Inc.	Lab Services	Court Services	Substance Abuse Screening	11/7/2022	723.35
Redwood Toxicology Inc.	Lab Services	Court Services	Substance Abuse Screening	11/7/2022	7,447.95
Redwood Toxicology Inc.	Lab Services	Court Services	Substance Abuse Screening	11/7/2022	72.85
PharmChem, Inc.	Lab Services	Court Services	Substance Abuse Screening	11/21/2022	314.50
Gateway Foundation	Contractual/Consulting Services	Court Services	Drug Court Special Resources	11/7/2022	1,670.00
Gateway Foundation	Contractual/Consulting Services	Court Services	Drug Court Special Resources	11/21/2022	1,670.00
Ecker Center for Mental Health	Contractual/Consulting Services	Court Services	Drug Court Special Resources	11/21/2022	706.42

Ecker Center for Mental Health	Contractual/Consulting Services	Court Services	Drug Court Special Resources	11/21/2022	1,250.00
Serenity House Counseling Services, Inc.	Halfway House	Court Services	Drug Court Special Resources	11/7/2022	340.00
Serenity House Counseling Services, Inc.	Halfway House	Court Services	Drug Court Special Resources	11/7/2022	194.00
Serenity House Counseling Services, Inc.	Halfway House	Court Services	Drug Court Special Resources	11/21/2022	340.00
Gateway Foundation	Residential Treatment	Court Services	Drug Court Special Resources	11/21/2022	13,068.00
Lena Fischer	Conferences and Meetings	Court Services	Drug Court Special Resources	11/21/2022	58.75
Redwood Toxicology Inc.	Medical Supplies and Drugs	Court Services	Drug Court Special Resources	11/21/2022	421.50
Alicia L. Klimpke	Drug Court Graduation Supplies	Court Services	Drug Court Special Resources	11/21/2022	33.75
WEX BANK	Fuel- Vehicles	Court Services	Drug Court Special Resources	11/21/2022	78.24
PowerDMS Inc	General Association Dues	Coroner	Coroner Administration	11/21/2022	4,011.47
Copy King Office Solutions Inc	Miscellaneous Contractual Exp	Coroner	Coroner Administration	11/7/2022	322.67
Fifth Third Bank	Miscellaneous Contractual Exp	Coroner	Coroner Administration	11/21/2022	40.00
Patten Industries Power Dry of Chicago dba Chicago Water & Fire Rest	Miscellaneous Contractual Exp	Coroner	Coroner Administration	11/21/2022	300.00
Warehouse Direct Office Products	Office Supplies	Coroner	Coroner Administration	11/21/2022	81.98
GenTegra LLC	Operating Supplies	Coroner	Coroner Administration	11/7/2022	15.00
Simplicity Scale, Inc. dba Midwest Scale Company	Operating Supplies	Coroner	Coroner Administration	11/21/2022	265.00
WEX BANK	Operating Supplies	Coroner	Coroner Administration	11/21/2022	1,277.41
Fifth Third Bank	Books and Subscriptions	Coroner	Coroner Administration	11/21/2022	100.91
Initial Impressions Inc	Uniform Supplies	Coroner	Coroner Administration	11/21/2022	1,393.97
Alarm Detection Systems, Inc.	Contractual/Consulting Services	Animal Control	Animal Control	11/21/2022	1,177.89
Waste Management of Illinois - West	Contractual/Consulting Services	Animal Control	Animal Control	11/21/2022	117.63
DuPage Salt Company	Disposal and Water Softener Svcs	Animal Control	Animal Control	11/21/2022	37.20
Rita Meszaros	Employee Mileage Expense	Animal Control	Animal Control	11/21/2022	40.88
Dreyer Medical Clinic	Employee Medical Expense	Animal Control	Animal Control	11/21/2022	400.00
Menards, Inc.	Operating Supplies	Animal Control	Animal Control	11/21/2022	47.95
Warehouse Direct Office Products	Operating Supplies	Animal Control	Animal Control	11/21/2022	228.40
Midwest Veterinary Supply Inc	Animal Care Supplies	Animal Control	Animal Control	11/21/2022	333.63
Midwest Veterinary Supply Inc	Animal Care Supplies	Animal Control	Animal Control	11/21/2022	160.14
Midwest Veterinary Supply Inc	Animal Care Supplies	Animal Control	Animal Control	11/21/2022	38.58
Warehouse Direct Office Products	Cleaning Supplies	Animal Control	Animal Control	11/21/2022	106.26
Cedric Taylor	Uniform Supplies	Animal Control	Animal Control	11/21/2022	29.98
WEX BANK	Fuel- Vehicles	Animal Control	Animal Control	11/21/2022	726.16
BLA Inc	Engineering Services	Transportation	County Highway	11/7/2022	1,310.63
BLA Inc	Engineering Services	Transportation	County Highway	11/7/2022	323.03
BLA Inc	Engineering Services	Transportation	County Highway	11/7/2022	4,537.07
BLA Inc	Engineering Services	Transportation	County Highway	11/7/2022	484.55
Iteris Inc	Engineering Services	Transportation	County Highway	11/7/2022	19,919.73
State Materials Engineering LLC	Engineering Services	Transportation	County Highway	11/7/2022	1,922.50
State Materials Engineering LLC	Engineering Services	Transportation	County Highway	11/7/2022	4,075.00
State Materials Engineering LLC	Engineering Services	Transportation	County Highway	11/7/2022	1,311.00
V3 Companies, Ltd	Engineering Services	Transportation	County Highway	11/7/2022	2,563.10
GIS Solutions Inc	Contractual/Consulting Services	Transportation	County Highway	11/7/2022	2,072.50
Kimley-Horn & Associates, Inc.	Contractual/Consulting Services	Transportation	County Highway	11/7/2022	1,042.13
J Patrick Jaeger	Legal Services	Transportation	County Highway	11/7/2022	4,000.00
Tyler Medical Services, S.C.	Medical/Dental/Hospital Services	Transportation	County Highway	11/7/2022	100.00
Tyler Medical Services, S.C.	Medical/Dental/Hospital Services	Transportation	County Highway	11/21/2022	95.00
Alarm Detection Systems, Inc.	Security Services	Transportation	County Highway	11/7/2022	503.79
Waste Management of Illinois - West	Disposal and Water Softener Svcs	Transportation	County Highway	11/7/2022	29.00
Waste Management of Illinois - West	Disposal and Water Softener Svcs	Transportation	County Highway	11/21/2022	29.00
Century Springs/Ove Water Services	Disposal and Water Softener Svcs	Transportation	County Highway	11/21/2022	290.23
Stenstrom Petroleum Services Group	Repairs and Maint- Buildings	Transportation	County Highway	11/7/2022	1,860.00
Urban Elevator Service LLC	Repairs and Maint- Buildings	Transportation	County Highway	11/21/2022	299.52
Advanced Roofing, Inc.	Repairs and Maint- Grounds	Transportation	County Highway	11/7/2022	3,822.92
Ratliff Landscaping Inc	Repairs and Maint- Grounds	Transportation	County Highway	11/7/2022	712.85
Impact Networking, LLC	Repairs and Maint- Copiers	Transportation	County Highway	11/7/2022	35.20

Impact Networking, LLC	Repairs and Maint- Copiers	Transportation	County Highway	11/7/2022	46.81
Toshiba America Business Solutions Inc	Repairs and Maint- Copiers	Transportation	County Highway	11/7/2022	87.59
Toshiba America Business Solutions Inc	Repairs and Maint- Copiers	Transportation	County Highway	11/7/2022	6.76
Preventative Maintenance Systems	Repairs and Maint- Vehicles	Transportation	County Highway	11/7/2022	333.00
Preventative Maintenance Systems	Repairs and Maint- Vehicles	Transportation	County Highway	11/7/2022	366.00
Preventative Maintenance Systems	Repairs and Maint- Vehicles	Transportation	County Highway	11/7/2022	144.50
Preventative Maintenance Systems	Repairs and Maint- Vehicles	Transportation	County Highway	11/7/2022	451.50
Preventative Maintenance Systems	Repairs and Maint- Vehicles	Transportation	County Highway	11/7/2022	366.00
Preventative Maintenance Systems	Repairs and Maint- Vehicles	Transportation	County Highway	11/7/2022	321.00
Preventative Maintenance Systems	Repairs and Maint- Vehicles	Transportation	County Highway	11/7/2022	429.50
Preventative Maintenance Systems	Repairs and Maint- Vehicles	Transportation	County Highway	11/21/2022	42.50
Preventative Maintenance Systems	Repairs and Maint- Vehicles	Transportation	County Highway	11/21/2022	42.50
Preventative Maintenance Systems	Repairs and Maint- Vehicles	Transportation	County Highway	11/21/2022	40.00
Paddock Publications (Daily Herald)	Legal Printing	Transportation	County Highway	11/7/2022	595.00
Kaci Nicole Crowley	Conferences and Meetings	Transportation	County Highway	11/7/2022	341.36
Thomas B. Rickert	Conferences and Meetings	Transportation	County Highway	11/7/2022	107.73
Michael D. Zakosek	Conferences and Meetings	Transportation	County Highway	11/7/2022	152.09
Michael D. Zakosek	Conferences and Meetings	Transportation	County Highway	11/7/2022	98.00
Carl Schoedel	Conferences and Meetings	Transportation	County Highway	11/21/2022	171.87
Kaci Nicole Crowley	Employee Mileage Expense	Transportation	County Highway	11/7/2022	68.25
Janet Harris	Employee Mileage Expense	Transportation	County Highway	11/7/2022	18.31
Thomas B. Rickert	Employee Mileage Expense	Transportation	County Highway	11/7/2022	230.09
Staples Business Advantage	Office Supplies	Transportation	County Highway	11/7/2022	43.60
The Tree House Inc	Office Supplies	Transportation	County Highway	11/7/2022	153.25
Cintas Corporation	Operating Supplies	Transportation	County Highway	11/7/2022	360.88
R&M Specialties Ltd	Operating Supplies	Transportation	County Highway	11/7/2022	1,980.00
Airgas North Central, Inc.	Operating Supplies	Transportation	County Highway	11/7/2022	335.44
Airgas North Central, Inc.	Operating Supplies	Transportation	County Highway	11/7/2022	16.47
Airgas North Central, Inc.	Operating Supplies	Transportation	County Highway	11/21/2022	89.40
G.W. Berkheimer Co., Inc.	Buildings and Grounds Supplies	Transportation	County Highway	11/7/2022	115.90
Grainger Inc	Buildings and Grounds Supplies	Transportation	County Highway	11/7/2022	(15.00)
Menards, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	11/7/2022	159.21
Menards, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	11/7/2022	55.41
Producers Chemical Company	Buildings and Grounds Supplies	Transportation	County Highway	11/21/2022	77.80
Grainger Inc	Buildings and Grounds Supplies	Transportation	County Highway	11/21/2022	494.60
Acuity Specialty Products- Zep Manufacturing Co	Buildings and Grounds Supplies	Transportation	County Highway	11/21/2022	410.51
Western Remac Inc	Sign Material	Transportation	County Highway	11/7/2022	2,255.00
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Transportation	County Highway	11/18/2022	1,248.05
Nicor Gas	Utilities- Natural Gas	Transportation	County Highway	11/21/2022	587.07
Nicor Gas	Utilities- Natural Gas	Transportation	County Highway	11/21/2022	915.49
Constellation NewEnergy Inc.	Utilities- Electric	Transportation	County Highway	11/7/2022	97.73
Constellation NewEnergy Inc.	Utilities- Electric	Transportation	County Highway	11/21/2022	803.51
City of Geneva	Utilities- Intersect Lighting	Transportation	County Highway	11/7/2022	62.33
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	11/7/2022	26.23
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	11/7/2022	20.91
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	11/7/2022	22.91
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	11/7/2022	117.46
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	11/7/2022	6.85
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	11/7/2022	157.70
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	11/7/2022	133.37
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	11/7/2022	22.97
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	11/7/2022	44.85
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	11/7/2022	116.33
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	11/7/2022	103.79
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	11/7/2022	104.26

City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	11/7/2022	83.79
State of IL Treasurer-IDOT	Utilities- Intersect Lighting	Transportation	County Highway	11/7/2022	385.92
Constellation NewEnergy Inc.	Utilities- Intersect Lighting	Transportation	County Highway	11/7/2022	31.03
Constellation NewEnergy Inc.	Utilities- Intersect Lighting	Transportation	County Highway	11/21/2022	74.68
Constellation NewEnergy Inc.	Utilities- Intersect Lighting	Transportation	County Highway	11/21/2022	106.09
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	11/21/2022	101.78
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	11/21/2022	2,370.65
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	11/21/2022	8.33
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	11/21/2022	38.68
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	11/21/2022	54.75
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	11/21/2022	56.69
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	11/21/2022	84.44
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	11/21/2022	73.89
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	11/21/2022	23.80
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	11/21/2022	18.58
Petroleum Traders Corporation	Fuel- Vehicles	Transportation	County Highway	11/21/2022	34,163.04
Byrne Software Technologies Inc	Computer Software- Capital	Transportation	County Highway	11/7/2022	6,230.00
Winter Equipment Co, Inc.	Machinery and Equipment	Transportation	County Highway	11/7/2022	10,698.07
HR GREEN Inc (formerly SEC GROUP Inc)	Bridge Inspection	Transportation	County Bridge	11/21/2022	46,641.48
Suburban Teamsters of Northern Illinois	Teamsters Contribution	Transportation	Motor Fuel Tax	11/7/2022	52,375.00
BLA Inc	Engineering Services	Transportation	Motor Fuel Tax	11/7/2022	63,692.07
Christopher B. Burke Engineering, Ltd.	Engineering Services	Transportation	Motor Fuel Tax	11/7/2022	2,744.75
Kimley-Horn & Associates, Inc.	Engineering Services	Transportation	Motor Fuel Tax	11/7/2022	33,352.58
Kimley-Horn & Associates, Inc.	Engineering Services	Transportation	Motor Fuel Tax	11/7/2022	182,044.34
BLA Inc	Engineering Services	Transportation	Motor Fuel Local Option	11/7/2022	15,799.87
BLA Inc	Engineering Services	Transportation	Motor Fuel Local Option	11/7/2022	9,126.45
BLA Inc	Engineering Services	Transportation	Motor Fuel Local Option	11/7/2022	10,488.55
BLA Inc	Engineering Services	Transportation	Motor Fuel Local Option	11/7/2022	10,325.17
Menards, Inc.	Repairs and Maintenance- Roads	Transportation	Motor Fuel Local Option	11/7/2022	55.11
Menards, Inc.	Repairs and Maintenance- Roads	Transportation	Motor Fuel Local Option	11/7/2022	12.79
Rodon Corporation	Repairs and Maintenance- Roads	Transportation	Motor Fuel Local Option	11/7/2022	2,659.50
Preform Traffic Control System Ltd	Repairs and Maint- Pavement Mark	Transportation	Motor Fuel Local Option	11/7/2022	113,837.51
Plote Construction Inc. of Hoffman Estates, IL	Repairs and Maint- Resurfacing	Transportation	Motor Fuel Local Option	11/7/2022	256,400.79
Geneva Construction Company	Repairs and Maint- Resurfacing	Transportation	Motor Fuel Local Option	11/21/2022	568,069.81
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	11/7/2022	441.65
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	11/7/2022	309.39
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	11/21/2022	309.39
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	11/21/2022	311.08
Valley Hydraulic Service, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/7/2022	12.46
Wholesale Direct Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/7/2022	90.94
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/7/2022	53.90
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/7/2022	404.78
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/7/2022	825.74
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/7/2022	495.64
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/7/2022	29.12
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/7/2022	116.46
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/7/2022	103.80
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/7/2022	286.60
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/7/2022	16.84
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/7/2022	67.74
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/7/2022	(129.35)
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/7/2022	405.83
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	40.77
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	382.62
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	440.79

Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	251.88
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	251.88
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	22.55
Feece Oil Company	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	1,110.00
Patson Inc dba Transchicago Truck Group	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	66.54
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	111.86
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	23.97
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	47.90
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	470.00
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	72.80
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	826.40
United Radio Communications Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	64.75
Via Carlita LLC dba Hawk Ford of St. Charles	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	20.50
Battery Service Corporation	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	87.95
1st Ayd Corp.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	11/7/2022	500.38
Elburn NAPA Inc (North Aurora)	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	11/7/2022	8.98
Elburn NAPA Inc (North Aurora)	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	11/7/2022	4.20
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	11/7/2022	131.86
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	11/7/2022	211.80
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	11/7/2022	582.40
McCann Industries, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	11/7/2022	184.67
McCann Industries, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	224.73
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	417.11
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	5.29
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	(52.70)
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	134.90
R.N.O.W., Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	78.17
Russo Power Equipment	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	5.52
Russo Power Equipment	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	87.58
Standard Equipment Co	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	317.22
Elburn NAPA Inc (North Aurora)	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	74.94
Elburn NAPA Inc (North Aurora)	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	132.45
Henderson Products Inc	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	473.66
Arends Hogan Walker, LLC (AHW LLC)	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	11/21/2022	219.22
Menards, Inc.	Tools	Transportation	Motor Fuel Local Option	11/7/2022	34.99
Mitchell Repair Information Co, LLC dba Mitchell 1	Tools	Transportation	Motor Fuel Local Option	11/21/2022	1,018.76
Welch Bros Inc	Culverts	Transportation	Motor Fuel Local Option	11/7/2022	26.00
Builders Asphalt, LLC	Road Material	Transportation	Motor Fuel Local Option	11/7/2022	274.62
Builders Asphalt, LLC	Road Material	Transportation	Motor Fuel Local Option	11/7/2022	324.30
Builders Asphalt, LLC	Road Material	Transportation	Motor Fuel Local Option	11/7/2022	71.76
Builders Asphalt, LLC	Road Material	Transportation	Motor Fuel Local Option	11/7/2022	233.22
Menards, Inc.	Road Material	Transportation	Motor Fuel Local Option	11/7/2022	59.74
Prime Tack & Seal Co (PTS)	Road Material	Transportation	Motor Fuel Local Option	11/7/2022	825.30
H&H Electric Co.	Utilities- Intersect Lighting	Transportation	Motor Fuel Local Option	11/7/2022	2,791.50
H&H Electric Co.	Utilities- Intersect Lighting	Transportation	Motor Fuel Local Option	11/7/2022	47,403.42
H&H Electric Co.	Utilities- Intersect Lighting	Transportation	Motor Fuel Local Option	11/7/2022	48,141.58
H&H Electric Co.	Utilities- Intersect Lighting	Transportation	Motor Fuel Local Option	11/7/2022	47,621.56
H&H Electric Co.	Utilities- Intersect Lighting	Transportation	Motor Fuel Local Option	11/7/2022	911.89
H&H Electric Co.	Utilities- Intersect Lighting	Transportation	Motor Fuel Local Option	11/7/2022	2,645.98
H&H Electric Co.	Utilities- Intersect Lighting	Transportation	Motor Fuel Local Option	11/7/2022	781.62
H&H Electric Co.	Utilities- Intersect Lighting	Transportation	Motor Fuel Local Option	11/7/2022	335.75
H&H Electric Co.	Utilities- Intersect Lighting	Transportation	Motor Fuel Local Option	11/7/2022	393.29
H&H Electric Co.	Utilities- Intersect Lighting	Transportation	Motor Fuel Local Option	11/7/2022	717.29
H&H Electric Co.	Utilities- Intersect Lighting	Transportation	Motor Fuel Local Option	11/7/2022	494.87
H&H Electric Co.	Utilities- Intersect Lighting	Transportation	Motor Fuel Local Option	11/7/2022	439.37

H&H Electric Co.	Utilities- Intersect Lighting	Transportation	Motor Fuel Local Option	11/7/2022	469.91
H&H Electric Co.	Utilities- Intersect Lighting	Transportation	Motor Fuel Local Option	11/21/2022	818.84
H&H Electric Co.	Utilities- Intersect Lighting	Transportation	Motor Fuel Local Option	11/21/2022	46,641.23
Hampton Lenzini & Renwick, Inc. (HLR)	Engineering Services	Transportation	Transportation Sales Tax	11/7/2022	280.00
Stantec Consulting Services Inc	Engineering Services	Transportation	Transportation Sales Tax	11/7/2022	29,850.45
A. Epstein & Sons International, Inc.	Engineering Services	Transportation	Transportation Sales Tax	11/7/2022	10,290.87
A. Epstein & Sons International, Inc.	Engineering Services	Transportation	Transportation Sales Tax	11/7/2022	7,055.62
Alfred Benesch & Co	Engineering Services	Transportation	Transportation Sales Tax	11/7/2022	11,655.06
Christopher B. Burke Engineering, Ltd.	Engineering Services	Transportation	Transportation Sales Tax	11/7/2022	14,819.17
Civiltech Engineering, Inc.	Engineering Services	Transportation	Transportation Sales Tax	11/7/2022	54,337.66
Crawford Murphy & Tilly Inc (CMT)	Engineering Services	Transportation	Transportation Sales Tax	11/21/2022	3,029.37
Crawford Murphy & Tilly Inc (CMT)	Engineering Services	Transportation	Transportation Sales Tax	11/21/2022	16,465.75
A-to-Be USA, LLC	Engineering Services	Transportation	Transportation Sales Tax	11/21/2022	61,639.52
HR GREEN Inc (formerly SEC GROUP Inc)	Engineering Services	Transportation	Transportation Sales Tax	11/21/2022	14,919.19
PACE Suburban Bus	External Grants	Transportation	Transportation Sales Tax	11/7/2022	68,521.69
Herlihy Mid-Continent Company	Bridge Construction	Transportation	Transportation Sales Tax	11/7/2022	149,322.50
Herlihy Mid-Continent Company	Bridge Construction	Transportation	Transportation Sales Tax	11/21/2022	142,799.65
State of IL Treasurer-IDOT	Bridge Construction	Transportation	Transportation Sales Tax	11/21/2022	163,924.48
Ottosen DiNolfo, Hasenbalg & Castaldo Ltd	Highway Right of Way	Transportation	Transportation Sales Tax	11/7/2022	380.00
Ottosen DiNolfo, Hasenbalg & Castaldo Ltd	Highway Right of Way	Transportation	Transportation Sales Tax	11/7/2022	825.00
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Health	County Health	11/21/2022	1,794.93
Impact Networking, LLC	Repairs and Maint- Office Equip	Health	County Health	11/21/2022	87.08
Toshiba America Business Solutions Inc	Repairs and Maint- Office Equip	Health	County Health	11/21/2022	4.13
Feece Oil Company	Fuel- Vehicles	Health	County Health	11/21/2022	20.05
Feece Oil Company	Fuel- Vehicles	Health	County Health	11/21/2022	13.67
ADAPCO	Operating Supplies	Health	County Health	11/21/2022	2,158.90
AT&T	Telephone	Health	County Health	11/21/2022	248.04
Burnidge Properties Ltd	Building Space Rental	Health	County Health	11/21/2022	1,284.64
Adam Brill	Employee Mileage Expense	Health	County Health	11/21/2022	278.79
Neal Molnar	Employee Mileage Expense	Health	County Health	11/21/2022	123.78
Erin Rauscher	Employee Mileage Expense	Health	County Health	11/21/2022	45.69
Nicholas Wall	Employee Mileage Expense	Health	County Health	11/21/2022	55.00
Amazon Capital Services Inc	Operating Supplies	Health	County Health	11/21/2022	31.98
Dreyer Medical Clinic	Contractual/Consulting Services	Health	County Health	11/21/2022	2,000.00
Peloton Inc dba Frank's Employment	Contractual/Consulting Services	Health	County Health	11/21/2022	1,220.10
Peloton Inc dba Frank's Employment	Contractual/Consulting Services	Health	County Health	11/21/2022	1,573.25
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Health	County Health	11/21/2022	982.08
Peloton Inc dba Frank's Employment	Contractual/Consulting Services	Health	County Health	11/21/2022	6,042.40
Burnidge Properties Ltd	Building Space Rental	Health	Kane Kares	11/21/2022	2,125.59
Waste Management of Illinois - West	Contractual/Consulting Services	Building Management	Mass Vaccination Fund	11/7/2022	11.61
Mutual Ground	External Grants	Other- Countywide Expenses	American Rescue Plan	11/4/2022	58,400.13
Between Friends Food Pantry of Sugar Grove	External Grants	Other- Countywide Expenses	American Rescue Plan	11/17/2022	8,479.00
Cassie Design	Contractual/Consulting Services	Information Technologies	Web Technical Services	11/21/2022	3,150.00
Cassie Design	Contractual/Consulting Services	Information Technologies	Web Technical Services	11/21/2022	1,815.00
Midwest Computer Products Inc	Contractual/Consulting Services	Information Technologies	Web Technical Services	11/21/2022	1,740.00
Gilmore Marketing Concepts, Inc. dba GMCI Creative	Contractual/Consulting Services	Development	Economic Development	11/7/2022	4,875.00
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Development	Economic Development	11/21/2022	126.00
Clark Dietz Inc	Miscellaneous Contractual Exp	Development	Community Dev Block Program	11/7/2022	16,808.52
Community Contacts, Inc.	Miscellaneous Contractual Exp	Development	Community Dev Block Program	11/7/2022	4,500.00
Community Contacts, Inc.	Miscellaneous Contractual Exp	Development	Community Dev Block Program	11/7/2022	4,500.00
Community Contacts, Inc.	Miscellaneous Contractual Exp	Development	Community Dev Block Program	11/7/2022	4,800.00
Community Contacts, Inc.	Miscellaneous Contractual Exp	Development	Community Dev Block Program	11/7/2022	4,500.00
Community Contacts, Inc.	Miscellaneous Contractual Exp	Development	Community Dev Block Program	11/7/2022	4,496.50
Integral Construction Inc	Miscellaneous Contractual Exp	Development	Community Dev Block Program	11/7/2022	35,046.00
Spillane and Sons Ltd.	Miscellaneous Contractual Exp	Development	Community Dev Block Program	11/7/2022	1,427.00

Spillane and Sons Ltd.	Miscellaneous Contractual Exp	Development	Community Dev Block Program	11/21/2022	28,437.29
Village of Carpentersville	Miscellaneous Contractual Exp	Development	Community Dev Block Program	11/21/2022	161,755.00
Performance Construction and Engineering	Miscellaneous Contractual Exp	Development	Community Dev Block Program	11/21/2022	220,295.50
Natl Assn for County Community & Econ Dev(NACCED)	Books and Subscriptions	Development	Community Dev Block Program	11/21/2022	2,190.00
Pathways Community Network Institute	Contractual/Consulting Services	Development	Homeless Management Info Systems	11/7/2022	963.08
Pathways Community Network Institute	Contractual/Consulting Services	Development	Homeless Management Info Systems	11/7/2022	500.00
Spillane and Sons Ltd.	Miscellaneous Contractual Exp	Development	OCR & Recovery Act Programs	11/21/2022	14,685.19
Community Contacts, Inc.	Miscellaneous Contractual Exp	Development	Elgin CDBG	11/7/2022	29,602.00
Performance Construction and Engineering	Miscellaneous Contractual Exp	Development	CDBG-CV	11/21/2022	266,728.28
Tisa M. Baum	Employee Mileage Expense	Development	Homeless Prevention Program	11/21/2022	68.94
Tisa M. Baum	Employee Mileage Expense	Development	Homeless Prevention Program	11/21/2022	44.96
Richard Vanderforest	Employee Mileage Expense	Development	Homeless Prevention Program	11/21/2022	17.75
Preferred Home Realty (DBA Preferred Management)	Miscellaneous Contractual Exp	Development	Homeless Prevention Program	11/7/2022	1,900.00
Preferred Home Realty (DBA Preferred Management)	Miscellaneous Contractual Exp	Development	Homeless Prevention Program	11/7/2022	2,355.00
Preferred Home Realty (DBA Preferred Management)	Miscellaneous Contractual Exp	Development	Homeless Prevention Program	11/21/2022	900.00
Preferred Home Realty (DBA Preferred Management)	Miscellaneous Contractual Exp	Development	Homeless Prevention Program	11/21/2022	1,900.00
Preferred Home Realty (DBA Preferred Management)	Miscellaneous Contractual Exp	Development	Homeless Prevention Program	11/21/2022	900.00
Preferred Home Realty (DBA Preferred Management)	Miscellaneous Contractual Exp	Development	Homeless Prevention Program	11/21/2022	2,000.00
Tongs Brother Inc	Miscellaneous Contractual Exp	Development	Homeless Prevention Program	11/21/2022	850.00
Tongs Brother Inc	Miscellaneous Contractual Exp	Development	Homeless Prevention Program	11/21/2022	830.00
Tongs Brother Inc	Miscellaneous Contractual Exp	Development	Homeless Prevention Program	11/21/2022	840.00
Todd R Von Ohlen	Miscellaneous Contractual Exp	Development	Homeless Prevention Program	11/21/2022	1,050.00
Spencer J. Anderson	Miscellaneous Contractual Exp	Development	Homeless Prevention Program	11/21/2022	1,780.00
Asumoni Property Management LLC	Miscellaneous Contractual Exp	Development	Homeless Prevention Program	11/21/2022	875.00
Asumoni Property Management LLC	Miscellaneous Contractual Exp	Development	Homeless Prevention Program	11/21/2022	500.00
Aurora Heights Apartments LLC	Miscellaneous Contractual Exp	Development	Homeless Prevention Program	11/21/2022	985.00
Aurora Heights Apartments LLC	Miscellaneous Contractual Exp	Development	Homeless Prevention Program	11/21/2022	985.00
Aurora Heights Apartments LLC	Miscellaneous Contractual Exp	Development	Homeless Prevention Program	11/21/2022	1,080.00
Mary Hager-Swanson	Miscellaneous Contractual Exp	Development	Homeless Prevention Program	11/21/2022	905.00
Tisa M. Baum	Office Supplies	Development	Homeless Prevention Program	11/21/2022	67.65
Richard Vanderforest	Office Supplies	Development	Homeless Prevention Program	11/21/2022	32.00
First Environmental Laboratories, Inc	Contractual/Consulting Services	County Board	Farmland Preservation	11/7/2022	1,740.20
First Environmental Laboratories, Inc	Contractual/Consulting Services	County Board	Farmland Preservation	11/7/2022	1,740.20
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	County Board	Farmland Preservation	11/7/2022	315.00
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	County Board	Farmland Preservation	11/7/2022	315.00
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	County Board	Farmland Preservation	11/7/2022	315.00
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	County Board	Farmland Preservation	11/7/2022	315.00
Batavia Enterprises, Inc	Prepaid Expense		Workforce Development	11/21/2022	19,412.94
County of Kendall	Prepaid Expense		Workforce Development	11/21/2022	800.00
Jeffrey W. Richardson	Prepaid Expense		Workforce Development	11/21/2022	3,144.51
Diane Turner	Employee Mileage Expense	WIOA 21	Workforce Development	11/21/2022	15.00
Warehouse Direct Office Products	Office Supplies	WIOA 21	Workforce Development	11/7/2022	29.87
Warehouse Direct Office Products	Office Supplies	WIOA 21	Workforce Development	11/7/2022	54.36
Impact Networking, LLC	Office Supplies	WIOA 21	Workforce Development	11/21/2022	107.45
Israel Vargas	Employee Mileage Expense	WIOA 21	Workforce Development	11/7/2022	25.00
Steve Placek	Employee Mileage Expense	WIOA 21	Workforce Development	11/21/2022	23.25
Renee Renken	Employee Mileage Expense	WIOA 21	Workforce Development	11/7/2022	0.41
Steve Placek	Employee Mileage Expense	WIOA 21	Workforce Development	11/21/2022	11.63
Business and Career Services Incorporated	Miscellaneous Contractual Exp	WIOA 21	Workforce Development	11/21/2022	6,090.24
Business and Career Services Incorporated	Work Based Learning Activities	WIOA 21	Workforce Development	11/21/2022	830.28
Grundy-Kendall Regional Office of Education	Miscellaneous Contractual Exp	WIOA 21	Workforce Development	11/7/2022	2,472.81
Grundy-Kendall Regional Office of Education	Work Based Learning Activities	WIOA 21	Workforce Development	11/7/2022	1,089.39
Grundy-Kendall Regional Office of Education	Youth Supportive Services	WIOA 21	Workforce Development	11/7/2022	62.76
Renee Renken	Employee Mileage Expense	WIOA 21	Workforce Development	11/7/2022	0.76
Steve Placek	Employee Mileage Expense	WIOA 21	Workforce Development	11/21/2022	34.88

Parents Alliance Employment Project	Miscellaneous Contractual Exp	WIOA 21	Workforce Development	11/7/2022	6,361.27
Parents Alliance Employment Project	Miscellaneous Contractual Exp	WIOA 21	Workforce Development	11/21/2022	3,829.71
Business and Career Services Incorporated	Miscellaneous Contractual Exp	WIOA 21	Workforce Development	11/21/2022	6,092.60
Central States SER, Jobs for Progress, Inc.	Miscellaneous Contractual Exp	WIOA 21	Workforce Development	11/21/2022	12,131.66
National Youth Advocate Program, Inc.	Miscellaneous Contractual Exp	WIOA 21	Workforce Development	11/21/2022	5,959.86
Parents Alliance Employment Project	Work Based Learning Activities	WIOA 21	Workforce Development	11/7/2022	11,922.60
Parents Alliance Employment Project	Work Based Learning Activities	WIOA 21	Workforce Development	11/21/2022	12,109.69
Business and Career Services Incorporated	Work Based Learning Activities	WIOA 21	Workforce Development	11/21/2022	8,827.12
Central States SER, Jobs for Progress, Inc.	Work Based Learning Activities	WIOA 21	Workforce Development	11/21/2022	3,724.97
Central States SER, Jobs for Progress, Inc.	Youth Supportive Services	WIOA 21	Workforce Development	11/21/2022	7.61
Central States SER, Jobs for Progress, Inc.	Youth Supportive Services	WIOA 21	Workforce Development	11/21/2022	9.12
Central States SER, Jobs for Progress, Inc.	Academic/Pre-Vocational Services	WIOA 21	Workforce Development	11/21/2022	128.93
Kishwaukee College	Miscellaneous Contractual Exp	WIOA 21	Workforce Development	11/7/2022	8,554.39
Kishwaukee College	Miscellaneous Contractual Exp	WIOA 21	Workforce Development	11/21/2022	8,798.48
Kishwaukee College	Work Based Learning Activities	WIOA 21	Workforce Development	11/7/2022	9,874.68
Kishwaukee College	Work Based Learning Activities	WIOA 21	Workforce Development	11/21/2022	12,761.70
Kishwaukee College	Youth ITA	WIOA 21	Workforce Development	11/7/2022	245.40
Kishwaukee College	Youth Supportive Services	WIOA 21	Workforce Development	11/7/2022	1,450.00
Kishwaukee College	Youth Supportive Services	WIOA 21	Workforce Development	11/21/2022	2,042.50
Grundy-Kendall Regional Office of Education	Miscellaneous Contractual Exp	WIOA 21	Workforce Development	11/7/2022	6,125.50
Grundy-Kendall Regional Office of Education	Work Based Learning Activities	WIOA 21	Workforce Development	11/7/2022	2,539.48
Grundy-Kendall Regional Office of Education	Youth Supportive Services	WIOA 21	Workforce Development	11/7/2022	277.21
Mlady Commercial Services Inc	Janitorial Services	WIOA 21	Workforce Development	11/21/2022	88.00
Renee Renken	Employee Mileage Expense	WIOA 21	Workforce Development	11/7/2022	2.70
Roberto D. Rivera	Employee Mileage Expense	WIOA 21	Workforce Development	11/7/2022	93.75
Amanda Weinreis	Employee Mileage Expense	WIOA 21	Workforce Development	11/7/2022	30.75
Amanda Weinreis	Employee Mileage Expense	WIOA 21	Workforce Development	11/21/2022	46.13
Steve Placek	Employee Mileage Expense	WIOA 21	Workforce Development	11/21/2022	23.25
Employment & Employer Services, Inc.	Work Based Learning Activities	WIOA 21	Workforce Development	11/7/2022	12,572.21
Employment & Employer Services, Inc.	Work Based Learning Activities	WIOA 21	Workforce Development	11/21/2022	13,049.04
Renee Renken	Postage	WIOA 21	Workforce Development	11/7/2022	69.60
Adtalem Global Eductn dba Chamberlain University	DT ITA	WIOA 21	Workforce Development	11/7/2022	366.66
COMNet Group Incorporated	DT ITA	WIOA 21	Workforce Development	11/7/2022	7,745.00
IT Expert System, Inc.	DT ITA	WIOA 21	Workforce Development	11/7/2022	3,200.00
Rasmussen College	DT ITA	WIOA 21	Workforce Development	11/7/2022	1,269.00
Rasmussen College	DT ITA	WIOA 21	Workforce Development	11/7/2022	2,000.00
Rock Gate Capital, LLC (dba 160 Driving Academy)	DT ITA	WIOA 21	Workforce Development	11/7/2022	4,943.00
Rock Gate Capital, LLC (dba 160 Driving Academy)	DT ITA	WIOA 21	Workforce Development	11/7/2022	4,943.00
COMNet Group Incorporated	DT ITA	WIOA 21	Workforce Development	11/21/2022	2,240.00
CDL America, Inc.	DT ITA	WIOA 21	Workforce Development	11/21/2022	5,250.00
Kishwaukee College	DT Class Size Training	WIOA 21	Workforce Development	11/21/2022	19,880.00
Kevin W. Edwards	SS Transportation Assistance	WIOA 21	Workforce Development	11/7/2022	197.21
Mamoun Hasan	SS Transportation Assistance	WIOA 21	Workforce Development	11/7/2022	342.50
Sapphire Ingram	SS Transportation Assistance	WIOA 21	Workforce Development	11/7/2022	32.88
Sapphire Ingram	SS Transportation Assistance	WIOA 21	Workforce Development	11/7/2022	28.63
Sapphire Ingram	SS Transportation Assistance	WIOA 21	Workforce Development	11/21/2022	53.01
National Youth Advocate Program, Inc.	SS Other Supportive Services	WIOA 21	Workforce Development	11/21/2022	3,754.73
Kelly Ann Waynauskas	Employee Mileage Expense	WIOA 21	Workforce Development	11/7/2022	56.25
Kelly Ann Waynauskas	Employee Mileage Expense	WIOA 21	Workforce Development	11/7/2022	93.75
Kelly Ann Waynauskas	Employee Mileage Expense	WIOA 21	Workforce Development	11/7/2022	75.00
Kelly Ann Waynauskas	Employee Mileage Expense	WIOA 21	Workforce Development	11/21/2022	75.00
Kelly Ann Waynauskas	Employee Mileage Expense	WIOA 21	Workforce Development	11/21/2022	75.00
Lauren M. Mozen	Employee Mileage Expense	WIOA 21	Workforce Development	11/21/2022	64.13
Wesley A Read	SS Transportation Assistance	WIOA 21	Workforce Development	11/7/2022	113.36
Wesley A Read	SS Transportation Assistance	WIOA 21	Workforce Development	11/7/2022	284.14

Alexis Lucio	SS Other Supportive Services	WIOA 21	Workforce Development	11/7/2022	369.00
IT Expert System, Inc.	DT ITA	WIOA 21	Workforce Development	11/7/2022	4,900.00
Mechanics Local 701 Training Fund	DT ITA	WIOA 21	Workforce Development	11/7/2022	4,240.00
Alpha Truck Driving School Inc	DT ITA	WIOA 21	Workforce Development	11/7/2022	6,899.00
COMNet Group Incorporated	DT ITA	WIOA 21	Workforce Development	11/7/2022	4,207.00
Elgin Community College	DT ITA	WIOA 21	Workforce Development	11/7/2022	3,626.00
Elgin Community College	DT ITA	WIOA 21	Workforce Development	11/21/2022	1,427.78
Mechanics Local 701 Training Fund	DT ITA	WIOA 21	Workforce Development	11/21/2022	6,200.00
Rasmussen College	DT ITA	WIOA 21	Workforce Development	11/21/2022	1,450.00
West Chicago Professional Center, Inc.	DT ITA	WIOA 21	Workforce Development	11/21/2022	5,000.00
West Chicago Professional Center, Inc.	DT ITA	WIOA 21	Workforce Development	11/21/2022	5,000.00
Adtalem Global Eductn dba Chamberlain University	DT ITA	WIOA 21	Workforce Development	11/21/2022	366.00
Lucas A. Howard	SS Transportation Assistance	WIOA 21	Workforce Development	11/7/2022	141.26
Glenn David Lyle	SS Transportation Assistance	WIOA 21	Workforce Development	11/7/2022	366.44
Lucas A. Howard	SS Transportation Assistance	WIOA 21	Workforce Development	11/21/2022	142.50
Christian Liang	SS Transportation Assistance	WIOA 21	Workforce Development	11/21/2022	138.00
Cheryl Weiler	Employee Mileage Expense	WIOA 21	Workforce Development	11/21/2022	52.00
Rock Gate Capital, LLC (dba 160 Driving Academy)	DT ITA	WIOA 21	Workforce Development	11/7/2022	4,993.00
Adtalem Global Eductn dba Chamberlain University	DT ITA	WIOA 21	Workforce Development	11/7/2022	463.14
Rasmussen College	DT ITA	WIOA 21	Workforce Development	11/21/2022	3,185.00
Rock Gate Capital, LLC (dba 160 Driving Academy)	DT ITA	WIOA 21	Workforce Development	11/21/2022	4,950.00
Verve College (PCCIT)	DT ITA	WIOA 21	Workforce Development	11/21/2022	3,833.00
West Chicago Professional Center, Inc.	DT ITA	WIOA 21	Workforce Development	11/21/2022	5,950.00
Arlen Najera Herrera	SS Transportation Assistance	WIOA 21	Workforce Development	11/21/2022	513.00
Jasmine P. Terry	SS Other Supportive Services	WIOA 21	Workforce Development	11/21/2022	428.55
Mlady Commercial Services Inc	Janitorial Services	WIOA 21	Workforce Development	11/21/2022	132.00
Renee Renken	Employee Mileage Expense	WIOA 21	Workforce Development	11/7/2022	2.01
Roberto D. Rivera	Employee Mileage Expense	WIOA 21	Workforce Development	11/7/2022	93.75
Amanda Weinreis	Employee Mileage Expense	WIOA 21	Workforce Development	11/7/2022	44.25
Amanda Weinreis	Employee Mileage Expense	WIOA 21	Workforce Development	11/21/2022	66.37
Steve Placek	Employee Mileage Expense	WIOA 21	Workforce Development	11/21/2022	23.24
Employment & Employer Services, Inc.	Work Based Learning Activities	WIOA 21	Workforce Development	11/7/2022	18,858.34
Employment & Employer Services, Inc.	Work Based Learning Activities	WIOA 21	Workforce Development	11/21/2022	19,573.59
Renee Renken	Postage	WIOA 21	Workforce Development	11/7/2022	50.40
Advantage Driver Training, LLC	DT ITA	WIOA 21	Workforce Development	11/7/2022	4,800.00
Rasmussen College	DT ITA	WIOA 21	Workforce Development	11/7/2022	2,000.00
Rock Gate Capital, LLC (dba 160 Driving Academy)	DT ITA	WIOA 21	Workforce Development	11/7/2022	4,943.00
West Chicago Professional Center, Inc.	DT ITA	WIOA 21	Workforce Development	11/21/2022	4,950.00
Microtrain Technologies	DT ITA	WIOA 21	Workforce Development	11/21/2022	8,760.00
Kishwaukee College	DT Class Size Training	WIOA 21	Workforce Development	11/21/2022	2,000.00
Tambra Spivey	SS Transportation Assistance	WIOA 21	Workforce Development	11/21/2022	45.57
National Youth Advocate Program, Inc.	SS Other Supportive Services	WIOA 21	Workforce Development	11/21/2022	2,205.16
Kelly Ann Waynauskas	Employee Mileage Expense	WIOA 21	Workforce Development	11/7/2022	56.25
Kelly Ann Waynauskas	Employee Mileage Expense	WIOA 21	Workforce Development	11/7/2022	93.75
Kelly Ann Waynauskas	Employee Mileage Expense	WIOA 21	Workforce Development	11/7/2022	75.00
Kelly Ann Waynauskas	Employee Mileage Expense	WIOA 21	Workforce Development	11/21/2022	75.00
Kelly Ann Waynauskas	Employee Mileage Expense	WIOA 21	Workforce Development	11/21/2022	75.00
Lauren M. Mozen	Employee Mileage Expense	WIOA 21	Workforce Development	11/21/2022	48.37
Rock Valley College	DT ITA	WIOA 21	Workforce Development	11/7/2022	2,382.00
Rock Valley College	DT ITA	WIOA 21	Workforce Development	11/7/2022	439.67
Computer Training Source	DT ITA	WIOA 21	Workforce Development	11/21/2022	3,983.00
Stephanie Curry	SS Transportation Assistance	WIOA 21	Workforce Development	11/7/2022	303.95
Computer Training Source	DT ITA	WIOA 21	Workforce Development	11/7/2022	3,495.00
Elgin Community College	DT ITA	WIOA 21	Workforce Development	11/21/2022	1,511.32
Chicago Professional Center, Inc.	DT ITA	WIOA 21	Workforce Development	11/21/2022	3,500.00

Renishaw Inc.	DT OJT (On the Job Training)	WIOA 21	Workforce Development	11/7/2022	12,188.80
Cheryl Weiler	Employee Mileage Expense	WIOA 21	Workforce Development	11/21/2022	48.00
College of DuPage	DT ITA	WIOA 21	Workforce Development	11/7/2022	1,270.00
Computer Training Source	DT ITA	WIOA 21	Workforce Development	11/7/2022	5,284.00
Joliet Junior College	DT ITA	WIOA 21	Workforce Development	11/7/2022	2,500.00
West Chicago Professional Center, Inc.	DT ITA	WIOA 21	Workforce Development	11/21/2022	5,950.00
Elgin Community College	DT ITA	TAA 21	Workforce Development	11/21/2022	774.00
Miguel A. Montenegro	SS Transportation Assistance	TAA 21	Workforce Development	11/21/2022	47.28
Chmura Economics & Analytics LLC	Software Licensing Cost	Operating Pool	Workforce Development	11/21/2022	8,832.17
E J Rohn Company dba Specialty Mat Service	Professional Services	Operating Pool	Workforce Development	11/7/2022	29.27
Mlady Commercial Services Inc	Janitorial Services	Operating Pool	Workforce Development	11/21/2022	1,126.83
Toshiba America Business Solutions Inc	Repairs and Maint- Copiers	Operating Pool	Workforce Development	11/7/2022	511.55
Warehouse Direct Office Products	Office Supplies	Operating Pool	Workforce Development	11/7/2022	269.57
Nicor Gas	Utilities- Natural Gas	Operating Pool	Workforce Development	11/7/2022	103.39
Nicor Gas	Utilities- Natural Gas	Operating Pool	Workforce Development	11/7/2022	64.75
City of Batavia	Utilities- Electric	Operating Pool	Workforce Development	11/21/2022	81.85
Kruis Inc (Sparkle Janitorial Service)	Janitorial Services	Operating Pool	Workforce Development	11/21/2022	1,250.00
Nicor Gas	Utilities- Natural Gas	Operating Pool	Workforce Development	11/7/2022	75.74
ComEd	Utilities- Electric	Operating Pool	Workforce Development	11/7/2022	122.99
MCI	Telephone	Operating Pool	Workforce Development	11/21/2022	46.53
MCI	Telephone	Operating Pool	Workforce Development	11/21/2022	46.53
E J Rohn Company dba Specialty Mat Service	Professional Services	One- Stop shared costs	Workforce Development	11/7/2022	27.86
Talking Pages Inc dba Signarama North Aurora	Professional Services	One- Stop shared costs	Workforce Development	11/7/2022	451.66
Mlady Commercial Services Inc	Janitorial Services	One- Stop shared costs	Workforce Development	11/21/2022	1,073.17
TEC Services Consulting Inc	Miscellaneous Contractual Exp	One- Stop shared costs	Workforce Development	11/7/2022	18,030.63
Impact Networking, LLC	Office Supplies	One- Stop shared costs	Workforce Development	11/21/2022	37.75
Nicor Gas	Utilities- Natural Gas	One- Stop shared costs	Workforce Development	11/7/2022	61.66
City of Batavia	Utilities- Electric	One- Stop shared costs	Workforce Development	11/21/2022	77.96
Aerial Influence, LLC	Contractual/Consulting Services	State's Attorney	Kane County Law Enforcement	11/7/2022	8,737.99
Midwest Computer Products Inc	Public Health Commodities - Coronavirus	Other- Countywide Expenses	Capital Projects	11/7/2022	2,541.06
Walker and Associates, Inc.	Computers	Other- Countywide Expenses	Capital Projects	11/7/2022	12,192.64
Insight Public Sector Inc	Computers	Other- Countywide Expenses	Capital Projects	11/21/2022	15,780.00
Insight Public Sector Inc	Computers	Other- Countywide Expenses	Capital Projects	11/21/2022	22,375.00
Cornerstone Partners Horticultural Services Co.	Building Improvements	Other- Countywide Expenses	Capital Projects	11/7/2022	1,145.23
Cornerstone Partners Horticultural Services Co.	Building Improvements	Other- Countywide Expenses	Capital Projects	11/7/2022	51,137.79
Cornerstone Partners Horticultural Services Co.	Building Improvements	Other- Countywide Expenses	Capital Projects	11/7/2022	5,391.25
F.E. Moran Inc. Mechanical Services	Building Improvements	Other- Countywide Expenses	Capital Projects	11/21/2022	10,860.00
Alarm Detection Systems, Inc.	Building Improvements	Other- Countywide Expenses	Capital Projects	11/21/2022	11,082.12
Alarm Detection Systems, Inc.	Building Improvements	Other- Countywide Expenses	Capital Projects	11/21/2022	11,282.12
Correct Electronics Inc	Special Purpose Equipment	Other- Countywide Expenses	Capital Projects	11/7/2022	1,500.00
MG Mechanical Contracting, Inc.	Building Improvements	Other- Countywide Expenses	Judicial Facility Construction	11/7/2022	18,900.00
Straub Builders, Inc. dba Hargrave Builders	Building Improvements	Other- Countywide Expenses	Judicial Facility Construction	11/7/2022	49,581.90
Cornerstone Partners Horticultural Services Co.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	11/7/2022	940.82
Cornerstone Partners Horticultural Services Co.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	11/7/2022	98.14
Cornerstone Partners Horticultural Services Co.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	11/7/2022	69.19
Cornerstone Partners Horticultural Services Co.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	11/21/2022	940.82
Cornerstone Partners Horticultural Services Co.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	11/21/2022	98.14
Cornerstone Partners Horticultural Services Co.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	11/21/2022	69.19
Cornerstone Partners Horticultural Services Co.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	11/21/2022	4,689.99
Cornerstone Partners Horticultural Services Co.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	11/21/2022	5,885.17
Langton Snow Solutions dba Langton Group	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	11/21/2022	2,618.50
Tri City Land Management Co., LLC	Building Space Rental	Development	Mill Creek Special Service Area	11/7/2022	1,057.12
Kellenberger Electric, Inc	Intersect Lighting Services	Development	Mill Creek Special Service Area	11/7/2022	378.00
Valley Lock Company Inc	Operating Supplies	Development	Mill Creek Special Service Area	11/7/2022	142.92
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	11/7/2022	24.97

Nicor Gas	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	11/7/2022	73.49
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	11/21/2022	469.91
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	11/21/2022	115.47
Alfred Benesch & Co	Engineering Services	Transportation	Transportation Capital	11/7/2022	11,867.98
TranSystems Corporation	Engineering Services	Transportation	Tri-Cities Impact Fees	11/7/2022	4,279.97
BLA Inc	Engineering Services	Transportation	North Impact Fees	11/21/2022	7,482.08
US Bank	Bond Principal	Debt Service	Recovery Zone Bond Debt Service	11/7/2022	75,000.00
US Bank	Interest- Bonds	Debt Service	Recovery Zone Bond Debt Service	11/7/2022	24,920.00
Park Ridge Community Bank	Bond Principal	Debt Service	JJC/AJC Refunding Debt Service	11/7/2022	2,900,000.00
Park Ridge Community Bank	Interest- Bonds	Debt Service	JJC/AJC Refunding Debt Service	11/7/2022	18,460.50
Clean Harbors Environmental Services, Inc.	Contractual/Consulting Services	Environmental Management	Enterprise Surcharge	11/21/2022	3,005.10
Clean Harbors Environmental Services, Inc.	Contractual/Consulting Services	Environmental Management	Enterprise Surcharge	11/21/2022	3,178.94
Clean Harbors Environmental Services, Inc.	Contractual/Consulting Services	Environmental Management	Enterprise Surcharge	11/21/2022	4,432.52
Clean Harbors Environmental Services, Inc.	Contractual/Consulting Services	Environmental Management	Enterprise Surcharge	11/21/2022	3,904.66
Clean Harbors Environmental Services, Inc.	Contractual/Consulting Services	Environmental Management	Enterprise Surcharge	11/21/2022	4,031.50
Clean Harbors Environmental Services, Inc.	Contractual/Consulting Services	Environmental Management	Enterprise Surcharge	11/21/2022	4,243.22
Cornerstone Partners Horticultural Services Co.	Contractual/Consulting Services	Environmental Management	Enterprise Surcharge	11/21/2022	808.00
Herman Gomez Tree Service and Landscaping Inc	Contractual/Consulting Services	Environmental Management	Enterprise Surcharge	11/21/2022	1,500.00
Herman Gomez Tree Service and Landscaping Inc	Contractual/Consulting Services	Environmental Management	Enterprise Surcharge	11/21/2022	1,375.00
Lakeshore Recycling Systems (Pit Stop Clean Sweep)	Operating Supplies	Environmental Management	Enterprise Surcharge	11/7/2022	400.00
Margaret C. Ryan	Operating Supplies	Environmental Management	Enterprise Surcharge	11/7/2022	86.63
Century Springs/Ove Water Services	Operating Supplies	Environmental Management	Enterprise Surcharge	11/21/2022	17.86
John F. Harahan	Distribution	Information Technologies	911 Emergency Surcharge	11/7/2022	2,553.75
AT&T	Distribution	Information Technologies	911 Emergency Surcharge	11/21/2022	217.92
AT&T	Distribution	Information Technologies	911 Emergency Surcharge	11/21/2022	217.92
Tri-Com Central Dispatch/City of Geneva	Distribution	Information Technologies	Wireless 911	11/7/2022	179,764.57
Tri-Com Central Dispatch/City of Geneva	Distribution	Information Technologies	Wireless 911	11/21/2022	205,032.81
Illinois Department of Revenue	Accrued Liabilities		Recorder's Rental Surcharge	11/1/2022	38,295.00
State of Illinois Treasurer	Accrued Liabilities		County Clerk Domestic Violence	11/21/2022	1,475.00
IL Dept of Public Health, Div of Vital Records	Accrued Liabilities		Death Certificates	11/21/2022	10,204.00
Fifth Third Bank	Bond Principal	Development	Crane Road Estates SSA	11/15/2022	47,500.00
Fifth Third Bank	Other Debt Principal	Development	Crane Road Estates SSA	11/15/2022	9,651.28
Fifth Third Bank	Interest- Bonds	Development	Crane Road Estates SSA	11/15/2022	14,048.22
Illinois Department of Revenue	Accrued Liabilities		State Real Estate Transfer Tax	11/1/2022	333,495.00
Meade Inc.	Utilities- Intersect Lighting	Transportation	Aurora Township	11/21/2022	197.00
				1628	10,656,648.49

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

ORDINANCE NO. 23-36

AMENDING CHAPTER 2, ARTICLE III, DIVISION 3 (ETHICS) OF THE KANE COUNTY CODE

WHEREAS, the Human Services Committee has determined to amend Section 2-105-3 (political contributions) of the Ethics Ordinance in the Kane County Code.

NOW, THEREFORE, BE IT RESOLVED, by the Kane County Board that Chapter 2, Article III, Division 3 of the Kane County Code to amend Section 2-105-3 as follows:

Any officer or candidate subject to this ordinance shall comply with Section 9-8.5 of the Election Code and its limitations on political committee campaign contributions, and any subsequent revisions thereto as adopted by the General Assembly.

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Amending Chapter 2, Article III, Division 3 (Ethics) of the Kane County Code

Committee Flow:

Human Services Committee, Executive Committee, County Board

Contact:

Jamie Lobrillo, 630.208.3836

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$ N/A
If not budgeted, explain funding source: N/A	

Summary:

This resolution amends the Kane County Code to comply with the State statutes.

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 23-37

AUTHORIZING ACCEPTANCE OF FY2023 EMBEDDING PEERS IN EMERGENCY DEPARTMENTS GRANT AGREEMENT

WHEREAS, according to the Center for Disease Control, from 1999 to 2020, more than 500,000 Americans have died from an opioid overdose (including Rx and illicit opioids), which is seen as an epidemic; and

WHEREAS, in 2021, there were 419 overdoses that included transport to a Kane County Hospital and the Kane County Coroner's Office reported 99 fatal overdoses; and

WHEREAS, as part of the 2020 comprehensive community health assessment conducted by the Kane County Health Department, mental health and substance use were identified as top health priorities in Kane County; and

WHEREAS, the Kane County Health Department has applied to receive funding from the National Association of City and County Health Departments in the amount of three hundred thousand dollars (\$300,000), and

WHEREAS, the funding will allow the Health Department to carry out activities to increase access to effective treatment in partnership with local hospitals and providers to reduce overdose-related mortality, so.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board that the Chairman thereof be authorized to enter into an agreement with the National Association of City and County Health Departments for an amount not to exceed three hundred thousand dollars (\$300,000).

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Acceptance of FY23 Embedding Peers in Emergency Departments Grant Agreement

Committee Flow:

Public Health Committee, Executive Committee, County Board

Contact:

Michael Isaacson, 630-208-3140

Budget Information:

Was this item budgeted? No	Appropriation Amount: \$300,000
If not budgeted, explain funding source: NACCHO Grant	

Summary:

This resolution authorizes the County Board to accept grant funding from the National Association of City and County Health Departments as part of a program to reduce opioid overdose mortality for Kane County residents. The grant program requires a rapid contract signature and this resolution will allow contract processing to proceed within the required timeframe.

STATE OF ILLINOIS)
)
) SS.
)
COUNTY OF KANE)

ORDINANCE NO. 23-38

**DECREASING THE DEATH CERTIFICATE FEE FOR ACTIVE DUTY OR
RETIRED SERVICE MEMBERS OF THE UNITED STATES MILITARY**

WHEREAS, the Kane County Clerk issues death certificates to funeral homes and applicants with a personal or property interest in said record wherein the death incurred in Kane County; and

WHEREAS, Public Act 102-739 (effective January 1, 2023) provides that the County Clerk shall search available files for the death certificate of an active duty or retired service member of the United States military and that the County Clerk shall furnish the applicant with one certified copy of the death certificate at no cost to the applicant; and

WHEREAS, Public Act 102-739 also provides that if the requested death certificate of the service member is not found, the local registrar or county clerk shall furnish the applicant, at no cost, with certification attesting to that fact if so requested by the applicant; and

WHEREAS, Public Act 102-739 further provides that County Clerk shall not require a fee from the applicant of more than \$6 for any subsequent copy of the service member's death certificate or certification attesting that the death certificate of the service member was not found; and

WHEREAS, the Kane County Clerk has adjusted its internal procedures to comply with the requirements of Public Act 102-739 as of the effective date of said Public Act.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board at the Kane County Clerk shall issue the death certificates and certificates attesting that the death certificate of the service member was not found for active duty or retired service members of the United States military in accordance with the requirements of Public Act 102-739.

Passed by the Kane County Board on January 10, 2023

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Ordinance: No.

Decreasing the Death Certificate Fee for Active Duty or Retired Service Members of the United States Military

Committee Flow: Public Service, Executive Committee, County Board

Contact: Celeste Weilandt, 630.232.5916

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source: N/A	

Summary:

This resolution authorizes the County Clerk to issue the death certificates and certificates attesting that the death certificate of the service member is not found for active duty, or retired services members, of the U.S. military, in accordance with Public Act 102-739.

Line Item: 302.520.522.40000; 302.520.522.40200; 302.520.522.45000; 302.520.522.45010;
302.520.522.45410; 302.520.522.53000; 302.520.522.53010; 302.520.522.53020; 302.520.522.99000

Line Item Description: Salaries and Wages; Overtime Salaries; Healthcare; Dental; Teamster Contribution; Liability Insurance; Workers Compensation; Unemployment Claims; Transfer to Other Funds

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

APPROVING FY 2023 COUNTY MAINTENANCE MFT
APPROPRIATION, KANE COUNTY SECTION NO. 23-00000-00-GM

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$3,940,077.00
If not budgeted, explain funding source: N/A	

Summary:

A signed resolution must be submitted to the Illinois Department of Transportation (IDOT) appropriating Motor Fuel Tax (MFT) funds for FY2023 General Maintenance expenditures. Maintenance expenditures include:

Maintenance personnel costs (full-time, part-time, overtime and benefits) - \$3,700,003.00

Information Technology Support Services - \$104,868.00

Liability Insurance, Worker's Compensation, and Unemployment Claims - \$135,206.00

The total MFT funding appropriation is \$3,940,077.00

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 23-40

APPROVING FY 2023 COUNTY MAINTENANCE MFT APPROPRIATION, KANE COUNTY SECTION NO. 23-00000-00-RF

WHEREAS, the County of Kane through its Division of Transportation is responsible for the maintenance of the Kane County Highway System in accordance with the provisions of the Illinois Highway Code of the Illinois Compiled Statutes (605 ILCS 5/1-101 et seq.); and

WHEREAS, Kane County's Fiscal Year (FY) 2023 IMRF and Social Security expenses for the County Highway System funded by the State of Illinois Motor Fuel Tax (MFT) is referred to as Section #23-00000-00-RF; and

WHEREAS, Three Hundred Seventy Two Thousand Five Hundred Eighty Two Dollars (\$372,582.00) in MFT Funds is required to pay for the County Highway's IMRF and Social Security expenses (Section #23-00000-00-RF) in FY 2023.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the County Highway IMRF and Social Security expenses referred to as Section #23-00000-00-RF be conducted in conformance with the provisions of the Illinois Highway Code and will follow the procedures and guidelines as stated from the Illinois Department of Transportation Circular Letters and Motor Fuel Tax (MFT) Process during FY 2023, ending November 30, 2023.

BE IT FURTHER RESOLVED by the County Board of Kane County that Three Hundred Seventy Two Thousand Five Hundred Eighty Two Dollars (\$372,582.00) is hereby appropriated from the Motor Fuel Tax Fund #302 for Section #23-00000-00-RF; said sum being comprised of Two Hundred Twenty Two Thousand Six Hundred Seventy Six Dollars (\$222,676.00) from Line Item #45100 and One Hundred Forty Nine Thousand Nine Hundred Six Dollars (\$149,906.00) from Line Item #45200.

BE IT FURTHER RESOLVED that the County Engineer of Kane County shall, as soon as practicable after the close of the fiscal year 2023, submit to the Illinois Department of Transportation (IDOT), on forms furnished by IDOT, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure for highway maintenance by IDOT under this appropriation.

Line Item: 302.520.522.45100; 302.520.522.45200

Line Item Description: FICA/SS; IMRF

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving FY 2023 County Maintenance MFT Appropriation, Kane County Section No. 23-00000-00-RF

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$372,582.00
If not budgeted, explain funding source: N/A	

Summary:

A signed resolution must be submitted to the Illinois Department of Transportation (IDOT) appropriating Motor Fuel Tax (MFT) funds for FY2023 IMRF and Social Security expenditures. The total MFT appropriation for IMRF and Social Security expenditures is \$372,582.00.

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 23-41

**APPROVING APPROPRIATION OF THE COUNTY ENGINEER’S SALARY
AND AUTHORIZING THE TRANSFER OF FUNDS THEREFOR - KANE
COUNTY SECTION NO. 23-CS089-00-AC AND 23-00000-00-CS**

WHEREAS, the County of Kane (hereinafter “County”) adopted Resolution No. 21-271 establishing the Fiscal Year 2023 salary of the County Engineer to be One Hundred Eighty Eight Thousand Seven Hundred Seventy Dollars (\$188,770.00) which amount meets the salary schedule requirements and recommended salary for the County Engineer as determined annually by the Illinois Department of Transportation (IDOT); and

WHEREAS, the County of Kane has previously entered into an agreement with IDOT for the transfer of federal funds to pay one-half of the salary of the County Engineer.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that there is hereby appropriated the sum of One Hundred Eighty Eight Thousand Seven Hundred Seventy Dollars (\$188,770.00) from the County’s Motor Fuel Tax Fund, #302, Line Item No. 40000 (Salaries and Wages) for the purpose of paying the County’s Engineer’s salary from December 1, 2022 through November 30, 2023.

BE IT FURTHER RESOLVED that the Kane County Board hereby authorizes Ninety Four Thousand Three Hundred Eighty Five Dollars (\$94,385.00) of Federal Surface Transportation Program Funds allocated to Kane County be transferred to IDOT in return for an equal amount of State Motor Fuel Tax funds from IDOT to pay fifty percent of the County Engineer’s salary. The State Funds will be billed yearly to and received in one lump sum from IDOT. Upon receipt thereof said State funds shall, pursuant to the Agreement, be placed in the Motor Fuel Tax Fund # 302, Line Item #37160 (County Engineer Salary Reimbursement).

Line Item: 302.520.522.40000

Line Item Description: Salaries and Wages

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving Appropriation of the County Engineer's Salary and Authorizing the Transfer of Funds Therefor – Section No. 23-CS089-00-AC and 23-00000-00-CS

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$188,770.00
If not budgeted, explain funding source: N/A	

Summary:

Appropriates funds for the payment of the County Engineer FY23 salary of \$188,770.00 established by Resolution #21-271. The salary meets requirements for the County Engineers' Salary Program and salary agreement with the State (BLR 09220). Also authorizes receipt of Federal Surface Transportation Funds Program funds to reimburse 50% of the County Engineer's salary.



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving Disbursement of Township Bridge Program Funds (TBP) to Plato Township Road District for Nesler Road Bridge over Fitchie Creek, Section No. 08-12103-20-BR

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$166,011.45
If not budgeted, explain funding source: N/A	

Summary:

Plato Township worked to replace the Nesler Road Bridge (045-3321) over Fitchie Creek and this work was completed in 2020. 80% of the project costs were funded with Surface Transportation Program Bridge funds, a Federal Highway Administration (FHWA) program administered by the Illinois Department of Transportation (IDOT). Plato Township Road District is responsible for the remaining 20% of the project costs.

The Township Bridge Program (TBP) is a State of Illinois funding program that provides up to 80% of the cost of a bridge rehabilitation or replacement for eligible Township Road Districts. For the 16 Township Road Districts within Kane County, KDOT administers these funds on behalf of IDOT. Township Road Districts may use TBP funds for a portion of their required local match to a federal STP-Bridge funded project. When using TBP funds to match Federal STP-Bridge, the Township Road District pays only 20% of the needed 20% local match (or 4% of the total costs) with their local Township funds.

In response to a request for the use of TBP funds for a portion of the local match for the abovementioned bridge project, IDOT has transferred \$166,011.45 of TBP funds to Kane County. These TBP funds will be used to reimburse Plato Township's MFT funds that were spent on this project.

Line Item: 305.520.527.55010

Line Item Description: External Grants

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving an Intergovernmental Agreement Between the County of Kane and Pace for the Ride in Kane Program

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$300,000.00
If not budgeted, explain funding source: N/A	

Summary:

The Regional Transportation Authority (RTA) has provided operating and capital funding to the Ride in Kane (RIK) Program and Pace Regional Call Center since 2007 through Job Access Reverse Commute (JARC) and Section 5310 program grants. Projects funded through these federal grants reduce transportation barriers and expand mobility options to senior citizens, individuals with disabilities, and low income residents.

Kane County is the grantee of federal Section 5310 funding through the RTA. This agreement with Pace continues the current operating parameters of the program where Pace provides vehicles, drivers, call center operations, billing, and agreements with subcontractors. The County serves as a program sponsor and registers and coordinates certain rides for residents within Kane County. RIK sponsors, consisting of Kane County, townships, local governments and non-profit agencies, fund the 50% local share required for the operating grants.

The Kane County FY2023 budget includes an allocation of \$300,000 to ensure that the RIK Program continues to provide transportation services. In addition, Pace will remit to the County a total amount of \$13,689 to subsidize the Ride in Kane program.

INTERGOVERNMENTAL AGREEMENT FOR PARATRANSIT SERVICE

This Intergovernmental Agreement for the Ride in Kane Program (“Agreement”) is made between the County of Kane (“County”) and Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation (“PACE”). The County and PACE are sometimes individually referred to herein as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, Pace was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 *et seq.*) to aid and assist public transportation in the six-county Northeastern Illinois area; and

WHEREAS, the Kane County Paratransit Coordinating Council (“KCPCC”), a group of government, non-profit agency, and citizen representatives that have been working to continue to improve paratransit services in Kane County, has asked the County to act as administrator and fiscal agent for the Ride in Kane Program (“RIK” or “PROJECT”); and

WHEREAS, the County and PACE want to continue the operation of RIK to encourage the use of public transportation and improve the availability of Paratransit services to Kane County residents with disabilities, who are elderly, or otherwise have limited access to conventional modes of transportation; and

WHEREAS, the County finds it necessary and desirable to contract for the services of a Coordinator of the PROJECT who shall be responsible for the operation of RIK; and

WHEREAS, PACE and the County desire to enter into an Agreement to memorialize the roles and responsibilities of the Parties in implementing and operating RIK; and

WHEREAS, the current Sponsors participating in RIK are AID, Aurora Township, Blackberry Township, Big Rock Township, Campton Township, the City of Batavia, Batavia Township, the City of Geneva, the City of St. Charles, St. Charles Township, Dundee Township, Elgin Township, the City of Elgin, the County of Kane, and the Village of South Elgin; and

WHEREAS, the County has applied for funding, and agrees to serve as the administrator and fiscal agent for RIK; and

WHEREAS, PACE is in the business of public transportation, has the necessary expertise required of a Coordinator as described herein, and is willing to provide the functions required of Coordinator; and

WHEREAS, the County’s costs for the term of this Agreement will not exceed \$170,000 and these funds have been allocated within the County’s current budget; and

WHEREAS, the County will receive a portion of its funding from the Federal Transit Administration of the U.S. Department of Transportation through a grant (49 U.S.C. §5310)

administered by the Regional Transportation Authority (“RTA”); and

WHEREAS, the RTA has committed federal funds through various grants secured to the County for RIK; and

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 PROJECT DESCRIPTION.

- 1.1 PACE shall operate RIK for the provision of Paratransit services to residents of the heretofore mentioned Sponsors and any additional Sponsors, as directed by the County and agreed upon by Pace, in Kane County who are determined to be eligible and registered for the services.
- 1.2 PACE shall give due consideration to the recommendations and policies of the County in implementing and operating RIK.
- 1.3 PACE shall implement Paratransit service as described in Exhibit A attached, to the service area shown in Exhibit B, attached.

2.0 DEFINITIONS.

For the purposes of this Agreement, the following definitions will apply:

- 2.1 Administrative Policies and/or Procedures refer to policies and procedures required to operate the day-to-day operations of the PROJECT, including, but not limited to, dispatching, scheduling, reporting and billing and other policies and procedures which may be required for the PROJECT.
- 2.2 Carrier or Contractor means a public or private entity providing passenger transportation on a regular and continuing basis.
- 2.3 Eligible Rider means any person who registers and is deemed eligible by one of the Sponsors for participation in the PROJECT.
- 2.4 Eligible Trip means paratransit transportation taken by eligible riders to a destination that is approved by the Sponsors and are acceptable to the County and PACE.
- 2.5 Fare Revenue means the fares collected by carriers from passengers.
- 2.6 Mobility Management Expense means the cost of operating the central call center providing Mobility Management functions. This includes amount paid to

contractors for operating the central call center, and any and all reasonable costs PACE incurs in the administration of this program. Mobility Management functions include but are not limited to rider registration, data management, reservations, dispatch and service monitoring.

- 2.7 Operating Cost means the total Operating Deficit, minus the Pace contribution.
- 2.8 Pace Contribution means the total subsidy provided by Pace as identified in the Pace Subsidy Agreements with RIK Sponsors.
- 2.9 Paratransit Service means the provision of demand responsive transportation by a carrier.
- 2.10 Sponsor means a unit of local government or an agency that will participate in RIK, purchasing Paratransit service for its Eligible Riders.
- 2.11 Total Operating Expense means the gross operating cost for paratransit demand response services as described in Exhibit A. This includes amount paid to contractors for service delivery, and any and all reasonable costs PACE incurs in the administration of RIK. Total Operating Expense does not include Mobility Management Call Center services as defined in paragraph 2.6.

3.0 FUNDING.

- 3.1 The County shall be responsible for the Total Operating Expense minus Fare Revenue, minus the Pace Contribution plus the total Mobility Management Expense.
- 3.2 Pace shall submit its invoice to the County for services rendered in accordance with the requirements of this Agreement. Each invoice will summarize the service delivered, will be submitted in a format mutually agreed to by the County and Pace, and will request reimbursement for hours and itemized costs required to complete those tasks. Invoices for the work performed under this Agreement will be subject to review by the County.

Invoices billed by Pace for services to operate the Ride in Kane service will be reimbursed by Pace at the rates agreed to in the contract with Carriers and the Mobility Management/Call Center Services contractor.

- 3.3 Total payments to PACE under the terms of this Agreement will not exceed \$300,000, as approved by the County budget authority. Service levels will not exceed limits dictated by funding levels stipulated in this Agreement. In the event the County directs PACE to perform work that would cause the stated amount to be exceeded, PACE will not be responsible for such work until this Agreement is modified pursuant to Paragraph 8.4.

- 3.4 Upon receipt, review and approval of properly documented invoices, the County shall pay, or cause to be paid, to PACE the amounts invoiced. The County may not deny a properly documented claim for compensation, in whole or in part, without cause. Upon receipt, review and acceptance of all deliverables specified in this Agreement, final payment must be made to PACE, within 30 days of receipt of an invoice. Payment must be sent to:

Pace, the Suburban Bus Division of the RTA
550 W. Algonquin Road
Arlington Heights, IL 60005
Attn: Accounts Payable

In addition, in 2023 only, PACE will remit a subsidy to the COUNTY, in equal monthly increments, to the total amount of \$13,689, to be used by the COUNTY to subsidize the Ride In Kane Program.

4.0 RELATIONSHIP OF THE PARTIES

- 4.1 In accordance with Section 3.0, the County shall reimburse Pace for any costs that Pace incurs when fulfilling its obligation under this Agreement. Reimbursable costs will include, but not be limited to, administrative, operating, Mobility Management/Call Center services and costs incurred by Pace to manage the Ride in Kane program extended demand response services in Kane County, subject to prior approval by the County.
- 4.2.1 PACE and the County shall review and consider the Administrative Policies and Procedures developed and recommended for RIK. Any Administrative Policies recommended will be subject to approval by the County and PACE.
- 4.3 Pace and the County will review this Agreement at least semi-annually.
- 4.4 The County shall be responsible for the implementation and oversight of the Administrative Policies that have been approved by the County and PACE.
- 4.5 The County shall be responsible for the execution and maintenance of any necessary Agreements with RIK Sponsors desiring to purchase transportation services for their clients or riders as described in Exhibit A and shown in Exhibit B through RIK and adherence to RIK Administrative Policies and Procedures as determined by the County and PACE.
- 4.6 PACE shall review and consider service parameters developed and recommended by the County for RIK including but not limited to, service boundaries, rider eligibility, fare structure, days and hours of service for each Sponsor's service, and dispute resolution of issues related to Eligible Rider compliance with guidelines for usage. Any service parameters developed by the County will be subject to approval by the County and PACE.

- 4.7 PACE shall review and consider any service standards developed the County. PACE shall work in cooperation with the County to establish consistent service standards applicable to RIK, subject to the approval of the County and PACE.
- 4.8 PACE will have the right to make minor revisions in the service standards upon written notification to, and concurrence by, the County.
- 4.9 PACE shall be responsible for performance of the day-to-day operations of RIK and shall enter into contracts with Carriers as subcontractors for the delivery of Paratransit services and Mobility Management/Call Center Services including, but not limited to, booking reservation, trip scheduling and dispatch services; said carriers will be subcontractors responsible to PACE.
- 4.10 PACE shall cooperate with the County and consider incorporation of alternative revenue sources.
- 4.11 PACE shall be responsible for the submission of invoices to the County and its respective Sponsors within 60 days following the end of each month of service. Submission will include a monthly report containing the cost of service relating to the operation and management of the Ride in Kane program that have been provided by PACE or directly or through Carriers.
- 4.12 Within the approved budget, PACE agrees to maintain appropriate PACE employee, Carrier, and subcontractor staffing levels to perform all necessary operating and administrative functions.
- 4.13 PACE may limit the hours available for the scheduling of trip requests and dispatching of vehicles. Determination of the hours and days of service for Pace funded services provided to satisfy federal and/or state ADA guidelines will not require the approval of the County.
- 4.14 PACE subcontractor dispatch personnel shall be available during all hours in which a vehicle transporting an Eligible Rider is in service.
- 4.15 Pace shall supply the County and RIK Sponsors with data relative to the quantity, quality, and cost of services provided by PACE and its contracted Carriers within 45 days following the end of each month of service.
- 4.16 PACE shall provide reports to the County as described in Exhibit C, attached.
- 4.17 PACE shall be responsible for requiring that all vehicles operated by Carriers providing services pursuant to this Agreement possess an Illinois license appropriate to the vehicle being operated and that they meet the minimum requirements for the operation of passenger transportation as mandated by Federal regulations, the State of Illinois and all applicable laws or regulations.

PACE shall be responsible for ensuring that any and all licenses as may be required of the Carrier by State or local governmental and/or regulating authorities will be maintained in good standing annually.

4.18 PACE will comply with the following provisions of the Technical Service Agreements (TSAs) by and between the County and the RTA as they exist currently and as they may be amended from time to time:

- Article VI, Accomplishment of the Project(s) Sections 6.1(b) and 6.1(d);
- Article VII, Pass-Through Funding Provisions;
- Article VIII Project Administration & Management Sections 8.1(a), 8.1(b), and 8.1(c);
- Article IX, Requisition, Payment Procedures, & Record Keeping Sections 9.2, 9.4 and 9.5;
- Article XII, Procurement Section 12.1 (see also paragraph 7.12 of this Agreement below);
- Article XVI, Independence of Recipient;
- Article XIX, Recipient's Responsibility for Compliance;
- Article XX, Labor Law Compliance;
- Article XXI, Civil Rights;
- Article XXII, Environmental Compliance;
- Article XXIII, Drug Free Workplace;
- Article XXIV, Restrictions on Lobbying;
- Article XXX, Ownership of Documents/Title to Work Sections 30.2 and 30.3;
- Article XXXII, Privacy; and
- Exhibit C.

4.19 Additionally, absent pre-award approval from the RTA, PACE agrees to provide RTA with a copy of any solicitation issued for award of a contract that may be funded, in whole or in part, through this Agreement within three business days of issuance or concurrent with notice to the County. Similarly, PACE shall provide a copy of all executed contracts funded through this Agreement to the RTA within three business days of execution.

5.0 GOVERNMENT REGULATIONS.

5.1 The County and PACE shall each comply with all applicable local, State and Federal statutes, ordinances and regulations and obtain licenses or permits, or other mandated approvals, now in force, or which may hereafter be in force, pertaining to this Agreement and the PROJECT.

5.2 With respect to employees, laborers, contractors, subcontractors and any and all other persons entities employed, directed or controlled by PACE, and whose services are used in the

fulfillment of any this Agreement with the County PACE hereby agrees and promises that they will carry out all necessary actions to insure compliance with the documentation requirements and all other terms, provisions and requirements of the Immigration Reform and Control Act of 1986, as amended, 8 U.S.C. §101 *et seq.*

5.3 With respect to any and persons or entities employed, directed or controlled by PACE, and whose services are used pursuant to this Agreement, PACE will insure compliance with the terms, provisions and requirements of the Federal Minimum Wage Act, 29 U.S.C. Sec. 201 *et seq.*, and the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, as amended.

5.4 Any non-compliance by PACE with sections 5.1, 5.2 or 5.3 above, will render this Agreement violated at the sole discretion of the County.

6.0 INDEMNIFICATION.

PACE shall indemnify and defend the County, its officers, employees, and agents from and against all liability, claims, demands, causes of action, losses and expenses, including court costs and reasonable attorneys' fees arising out of any loss, damage, injury, and/or death to person, property or business which may be alleged to have resulted from the negligence of PACE, its directors, officers, agents, and employees in the performance of this Agreement, however, PACE will not indemnify and defend the County for any negligent acts or omissions by the County, its officials, employees, agents, contractors, subcontractors or personnel. Further, PACE shall require that its Carriers and subcontractors indemnify and defend PACE and the County, its officers, employees, and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence of such Carrier and/or subcontractor.

7.0 TERM AND TERMINATION

7.1 This Agreement will be in effect beginning January 1, 2023, and it will continue through December 31, 2023, unless earlier terminated by a Party in accordance with the terms of this Agreement.

7.2 Either Party may terminate this Agreement without cause and without penalty, upon 60 days' advance written notice of termination to the other Party.

8.0 MISCELLANEOUS.

8.1 **Headings.** The section headings contained in this Agreement are for reference and convenience only and will not affect the meaning or interpretation of this Agreement.

8.2 **Waiver.** Failure of a Party to exercise any right or pursue any remedy under this Agreement will not constitute a waiver of that right or remedy.

- 8.3 **Assignment.** No Party will assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other Party.
- 8.4 **Amendment.** No changes, amendments, or modifications to this Agreement will be valid unless in writing and signed by the duly authorized signatory of each Party.
- 8.5 **Entire Agreement and Non-reliance.** This Agreement, including the introductory Recitals and any attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire Agreement between the Parties and supersedes any prior written or oral understandings, Agreements, or representations between the Parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, will be implied or impressed upon this Agreement.

Each Party represents and warrants to the other Party that: (a) each Party has conducted such independent review, investigation, and analysis (financial and otherwise) and obtained such independent legal advice as desired by the Party to evaluate this Agreement and the transaction(s) contemplated by this Agreement; (b) PACE has not made any representations or warranties to the County and the County has not made any representations or warranties to PACE with respect this Agreement and the transaction(s) contemplated by this Agreement, except such representations and/or warranties that are specifically and expressly set forth in this Agreement; and (c) the County has relied only upon such representations and/or warranties by Pace and PACE has relied only upon such representations and/or warranties by the County that are specifically and expressly set forth in this Agreement and have not relied upon any other representations or warranties (whether oral or written or express or implied), omissions, or silences. Without limiting any representations and/or warranties made that are specifically and expressly set forth in this Agreement, the County acknowledges that PACE will not have or be subject to any liability to the County resulting from the distribution to the County or the County's use of any information, including any information provided or made available to the County or any other document or information in any form provided or made available to the County and PACE acknowledges that the County will not have or be subject to any liability to PACE resulting from the distribution to PACE or PACE's use of any information, including any information provided or made available to PACE or any other document or information in any form provided or made available to PACE, in connection with this Agreement and the transaction(s) contemplated by this Agreement.

- 8.6 **Survival.** Any provision of this Agreement that imposes an obligation after termination of this Agreement will be deemed to survive termination of this Agreement.

- 8.7 **PACE Board Authority.** This Agreement has been properly authorized by the Pace Board of Directors.
- 8.8 **Severability.** If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, such provision will be deemed severed from this Agreement and the remaining provisions of this Agreement will remain in full force and effect.
- 8.9 **Binding Effect.** This Agreement will be binding upon the Parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.
- 8.10 **Force Majeure:** A Party will not be held liable to another Party or be deemed to have breached this Agreement for failure or delay in performing any obligation under this Agreement if the failure or delay is caused by or results from causes beyond the control of the affected Party, including war, fire, flood, other acts of God, civil disturbance, a terrorist act, pandemic, epidemic, or a labor strike or lockout. The affected Party shall promptly notify the other Parties of such force majeure circumstances and the expected duration of the delay and shall promptly undertake all reasonable steps necessary to cure the force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, this Agreement may be terminated immediately for convenience at the option of Pace after written notice. Where an event of force majeure occurs after a Party's failure or delay in performance, the breaching Party will not be released from liability.
- 8.11 **Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts, each of which when so executed and delivered will be deemed an original Agreement and all of which when taken together will constitute one and the same Agreement. The counterparts of this Agreement may be executed with a wet or electronic signature. A signature that is delivered by facsimile or electronically will be deemed an original for purposes of this Agreement.
- 8.12 **Governing Law, Jurisdiction, and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the Parties will submit to the exclusive jurisdiction and venue of the state courts of Kane County, Illinois for any dispute arising out of or related to this Agreement.
- 8.13 **Authorization.** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the Party for whom they sign. If a Party signs this Agreement but fails to date its signature, the date that the other Party receives the signing Party's signature on this Agreement will be deemed to be the date that the signing Party signed this Agreement.

8.14 **Notice.** Any notice under this Agreement must be in writing and must be given in the following manner:

- (a) by personal delivery (deemed effective as of the date and time of delivery);
- (b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
- (c) registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the second business day following deposit of the notice in the U.S. mail); or
- (d) by facsimile with confirmation of transmission (deemed effective as of the date and time of the transmission, except the effective date and time will be 8:00 a.m. on the next business day after transmission of the notice if transmitted during non-business hours).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Standard Time on Monday through Friday, excluding federal holidays. The notice must be addressed as follows or addressed to such other address as either Party may from time to time specify in writing to the other Party:

If to Pace:

Pace
550 W. Algonquin Road
Arlington Heights, Illinois 60005
Attn: Executive Director
cc: Melinda J. Metzger, Executive Director

If to Kane County:

Kane County Government Center
719 Batavia Avenue
Geneva, Illinois 60134
Attn: Jackie Forbes, Chief of Planning and Programming, KDOT

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

KANE COUNTY

**PACE, THE SUBURBAN BUS
DIVISION OF THE REGIONAL
TRANSPORTATION AUTHORITY**

Corinne Pierog, MA, MBA
Title: Chairman Kane County Board

Melinda J. Metzger
Title: Executive Director

Date: _____

Date: _____

DRAFT

EXHIBIT A
SERVICE DESCRIPTION
Ride in Kane Program

TYPE OF SERVICE	Demand response curb to curb paratransit services. Service levels will not exceed limits dictated by funding levels stipulated in the Agreement. Subscription services will be provided as defined and approved by the County and Pace.
SERVICE OPERATED BY	Pace will contract with transportation provider(s) (the "Contractor") to provide the service which is the subject of this Agreement. Private Paratransit providers, taxi cab companies, other qualified providers of transportation services
TRIP RESERVATION METHOD	1) Reservations will be accepted at the Pace Regional Call Center a maximum of seven (7) days in advance of the day service for an eligible trip request or as directed by Pace. 2) Trips requested with less than one (1) day but more than four (4) hours' advance notice from desired pickup time may be honored to the extent that the request can be accommodated within the framework of the day's schedule. 3) Trip requests having one (1) day or more notice from the desired pickup time will be accommodated.
SERVICE AREA	Trips will be provided within the Kane County area and surrounding counties as authorized by the County.
SERVICE HOURS	Twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.
FARE STRUCTURE	Fares: \$5.00 for the first 10 miles and \$1.50 for every mile after, \$5.00 flat fare, Free fare or as defined and approved by the County and Pace Rides are \$5 one way, with an additional \$1.50 charge for each mile over 10 miles. One travel assistant or companion (i.e. spouse, family member, friend, etc.) may ride at no charge.
RIDER ELIGIBILITY	The County shall determine rider eligibility in accordance with JARC and Section 5310 funding eligibility requirements and provide the information on eligible riders to Pace. Additionally, the County will verify income for eligible riders in underserved parts of Kane County.
RIDER REGISTRATION FOR SERVICE	RIK Sponsors shall submit registration forms to the Regional Call Center through a designated e-mail box. The Call Center shall enter registrations within three to five business days. The call center shall maintain a database of registered riders.

	Riders must be registered for service.
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DRAFT

EXHIBIT B
SERVICE AREA MAP

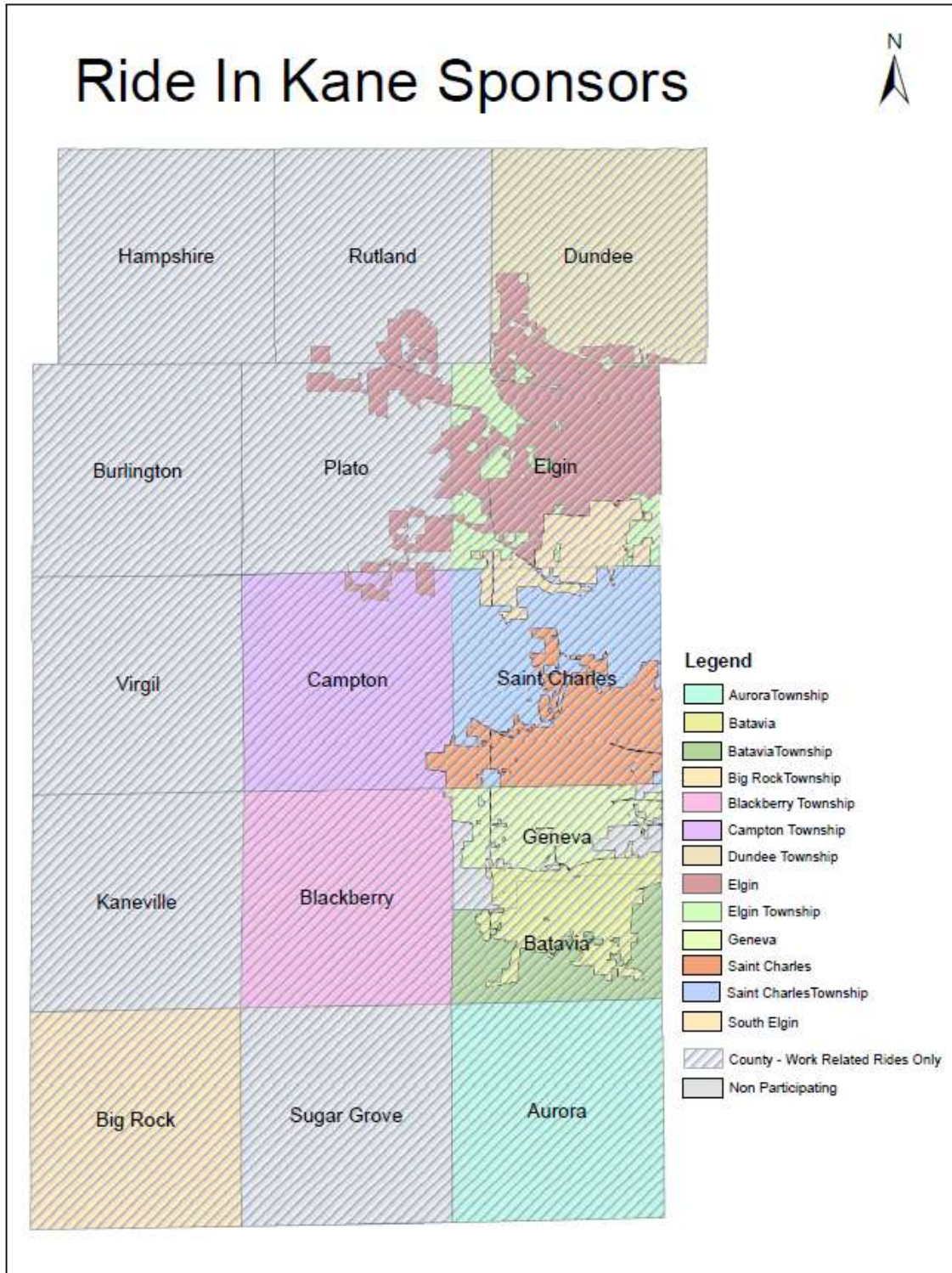


EXHIBIT C

Report(s) Description

The following is a list and brief description of each category of reports which have been designed and are being produced to generate data for the Ride in Kane Program.

1. **Detailed Funding Source (Sponsor) Report**

The intent of this report is to produce a detailed listing of one-way trips delivered for each RIK funding source (Sponsor) for a user specified period of time. The normal report period would be monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods as specified by the user.

The report is intended to match the design and content, as closely as possible, of the Detailed Provider Report. Data provided for each trip will include associated trip data such as rider name, scheduled pick-up time, actual pick-up time, point of origin address, destination address, funding sources (Sponsors), total cost of the trip, fare for the trip, distance of the trip, revenue hours (if applicable). The exact content of the report in its final form may vary depending on the feasibility of including the large amount of data specified in one report. It is possible that the report may be broken into one or more additional reports to make the data more manageable for the user.

Plans call for the report to be sorted by provider, funding source, rider, and fare type.

2. **Monthly Funding Source (Sponsor) Invoice Report**

The intent of this report is to produce one or more summary reports of trips delivered for each funding source (Sponsor) for the purposes of generating an invoice type report which may be used to bill funding sources for transportation provided. The normal report period would be monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods specified by the user.

Data provided for each trip will include associated trip data necessary to provide an accounting of the amount owed by each funding source for the specified period, such as the number of one-way trips by Fare Type, total cost of the trips, total expected fare, liquidated damages deducted, the total net reimbursement. The exact content of the report in its final form may vary depending on Pace and provider needs. The report may be broken into one or more additional reports if that design is more useful.

Plans call for the report to be sorted by provider, funding source, fare type, and rider.

3. **Missed Trip Report**

The Missed Trip Report is intended to produce a list of all trips picked up 61 or more minutes after the scheduled time; the RIK Program service guideline defining a missed trip. Sufficient detail will be provided to identify the trip within Trapeze and to give the report user the necessary information for review.

4. **On-Time Performance Report**

The On-Time Performance Report (late pickups) is intended to produce a list of all trips picked up 31 or more minutes late; the RIK Program service guideline defining a late trip. Sufficient detail will be provided to identify the trip within Trapeze and to give the report user the necessary information for review.

5. **Other Reports**

In addition to the reports described above, reports currently generated can also be made available. Reports currently available include:

Ridership by Category Report – A summary report by funding source indicating trips by fare type, late trips, missed trips, revenue hours, denials, and miles.

Client Trip List Report – A detailed listing alphabetically by rider last name of all trips provided during the specified period. Data included for each trip is rider name, pick-up address, drop-off address, fare type, and funding source.

Future Needs – Additional reports may be designed as needed by Pace and the County.

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 23-44

**APPROVING A TITLE VI AGREEMENT BETWEEN THE REGIONAL
TRANSPORTATION AUTHORITY AND THE COUNTY OF KANE FOR THE
RIDE IN KANE PROGRAM**

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and 5 ILCS 220/1, et seq. authorizes the County of Kane (County) and the Regional Transportation Authority (RTA) to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and

WHEREAS, the County and RTA desire to enter into an intergovernmental agreement, (hereinafter the Agreement), to designate the County as administrator and fiscal agent of and to appropriate funds for the Ride in Kane Program (hereinafter “RIK”) (a copy of which Agreement is on file in the office of the Kane County Clerk); and

WHEREAS, RIK provides transportation services for eligible Kane County persons age 65 and over and individuals with disabilities and is also intended as a cooperative undertaking between the County and eighteen (18) other public and not for profit entities within the boundaries of Kane County (hereinafter the RIK Sponsors) who designate eligible riders within their respective jurisdictions and pay to defray the cost of RIK services provided to their respective constituent ridership; and

WHEREAS, the Federal Transit Administration requires recipients of federal funds to have a Title VI Program pursuant to FTA Circular 4702.1B; and

WHEREAS, the RTA has approved the County’s proposed Title VI program.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board by the Kane County Board that the Agreement with RTA for the Ride in Kane Program is hereby approved and that the County Board Chairman is hereby authorized to execute said Agreement with RTA

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Title VI Agreement Between the Regional Transportation Authority and the County of Kane for the Ride in Kane Program

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$ N/A
If not budgeted, explain funding source: N/A	

Summary:

The Federal Transit Administration (FTA) requires recipients of federal funds, including Section 5310 and JARC, to have a Title VI Program per FTA Circular 4702.1B. Kane County receives this funding as a subrecipient of the Regional Transportation Authority (RTA) for the Ride in Kane program and therefore must have a Title VI Program. Staff worked with RTA to develop an updated Title VI Program after Kane County took over administration of Ride in Kane from The Association of Individual Development (AID) this year. The RTA has approved the proposed program and now it must be approved by the Kane County Board.



Kane County
Ride in Kane
Title VI Program

November 2022

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Introduction

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

The Ride in Kane program, receiving such federal funds, shall abide by, and is committed to ensuring that no person is excluded from participation in or denied benefits of, its activities or services on the basis of race, color or national origin. The Regional Transportation Authority (RTA) requires that the Kane County, administrator of the Ride in Kane program and sub-recipient of Federal transportation funding, submit to RTA an updated Title VI Program in accordance with Federal law and regulations.

Kane County promotes responsible public policy, ethical and high-quality services and is dedicated to providing enhanced mobility while promoting a safe and efficient transportation system. Kane County, specifically the Division of Transportation, serves as the administrator of the Ride in Kane program and is not involved in the day-to-day operations, which are provided or contracted by Pace Suburban Bus.

Governing Bodies of Ride in Kane

Ride in Kane is a collaboration of townships, municipalities, and social service agencies in Kane County. As such, the Kane County Paratransit Coordinating Council was originated to bring the various entities together to help develop, implement, enhance, and improve the existing paratransit system. The main objectives of the Kane County Paratransit Coordinating Council are to:

- Address the unmet travel needs among individuals 65 and over, individuals with a disability, and individuals who qualify as low-income residing in Kane County and municipalities that are partially within Kane County.
- Provide paratransit access for these individuals to locations throughout Kane County; within these municipalities; and to transfer points with other similar services serving neighboring counties.

The Council shall be composed of citizen members and organizational members as follows:

- Citizen members - Citizen members must be residents of Kane County or municipalities that are partially within Kane County and take an active interest in improving mobility for individuals 65 and over, individuals with a disability, and individuals who qualify as low-income. There shall be at least 2 citizen members on the Council. The maximum number of citizen members on the Council shall equate to no more than 10% of the total organizational members. (For example, 3 citizen members shall sit on the Council if there are between 25 and 34 organizational members). The term of each citizen member shall be one-year. Citizen members may serve multiple terms, but must submit an application at the end of each term. Applications to be a citizen member must be submitted to the Kane County Division of Transportation no later than the Council's regular last meeting of the year. Appointed by the Chair, the Membership Committee will review the applications and recommend the appropriate number of citizen members, to be voted upon by the council at the Council's regular final meeting of the year.

- Organizational members - (1) Any public or private, non-profit organization based in Kane County which currently advocates, funds or arranges for transportation for its clients, consumers, or employees; (2) any regional public transportation agency or state/regional agency involved in the provision of public/passenger transportation in Kane County; and (3) any unit of local government that is wholly or partially within Kane County is automatically a member of the Council upon formal adoption of the Council's Memorandum of Understanding by that governmental unit or organization. Each member shall designate one representative to the Council and may designate, in writing, individuals to serve as alternate members who shall have the same privileges as members in the member's absence. Because continuity is important to the business of this Council, each organizational member shall attempt to designate a specific person and alternate for no less than one year coinciding with the Council's operating year (see Article IV.2 of the Kane County Paratransit Coordinating Council Bylaws). Hereafter member shall mean member or alternate member.

The Council has one committee – the Ride in Kane Sponsor Committee. This is comprised of those non-profit agencies and/or units of local government (sponsoring partners) that commit funds for the purchase of paratransit services on behalf of the target population (individuals 65 and older, individuals with a disability, and individuals who qualify as low income traveling to and from work), either directly or through contract with a paratransit service provider. The Ride in Kane Sponsor Committee will establish policies, including fare structures, for the optimal operation of paratransit services funded by the sponsoring partners. All policies and/or policy changes will be adopted by at least 2/3 majority vote of the sponsoring partners. A Membership Committee may be appointed by the Chair if the board receives an application or applications for citizen members.

The following represents the racial breakdown of Kane County as a whole, the Kane County Paratransit Coordinating Council, and the Ride in Kane Sponsor Committee.

	White (non-Hispanic)	Hispanic or Latino (of any race)	African American	Asian	Other or Multiple Races (non-Hispanic)
Kane County Residents*	56.7%	32.0%	5.2%	3.9%	2.2%
KCPCC	96%	0%	4%	0%	0%
RIK Sponsor Committee	100%	0%	0%	0%	0%

There are no other transit-related, non-elected bodies in Kane County. The Ride in Kane Program Manager and other Ride in Kane Sponsor staff frequently encourage residents to become a part of the Council and reach out to various areas of the county, trying to reach minority populations in particular. This is done by attending open house events, meetings, and other paratransit-related events where staff is present and discusses the program.

Ride in Kane is partially funded by federal grants awarded by the RTA at 50% match from participating sponsors. The County of Kane is currently the grantee of these funds and, as such, is the administrator of the grants. The County of Kane operates in compliance with the State of Illinois Counties Code (55 ILCS 5/) and the Kane County Compiled County Code of Ordinances. The County Board is comprised of 24 elected board members and a separately elected County Board Chair. All contracts for purchase of services or goods are performed in compliance with these regulations. Annual audits are conducted in conformance to requirements for funding sources.

Finally, the RTA oversees the overall financial operations of the Ride in Kane program as the fiduciary agent for the federal grant monies awarded by the Federal Transit Authority.

Title VI Program Notice to the Public

1. The notice as required by law: “No person in the United States shall on the ground of race, color, or national origin be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal Financial assistance.” (42 U.S.C.§2000d) See Exhibit A for the notice.
2. This notice is posted:
 - a. On the Ride in Kane Website: <http://kdot.countyofkane.org/RIK>
 - b. In the Ride in Kane Brochure
 - c. In the Ride in Kane Rider’s Guide
 - d. At the Kane County Division of Transportation Office

How to File a Title VI Complaints Process and Appeal

1. Purpose: To allow patrons of federally funded services an opportunity to voice his or her dissatisfaction with services in direct relation to Title VI of the Civil Rights Act of 1964.
2. Complaint Process:
 - a. Patrons with a complaint may voice their dissatisfaction at any time without fear of discrimination or reprisal. Complaint intake is received without judgment.
 - b. Patrons may begin the Title VI Complaint process at any time by directly contacting the following:
 - i. Pace Suburban Bus Customer Relations Center
 1. Phone: 847-364-7223 (all comments, complaints, or incidents are recorded)
 2. Informacion en Espanol: 847-228-3575
 3. Email: passenger.services@pacebus.com
 4. Regular Mail: Pace Suburban Bus Service – Customer Relations, 550 W. Algonquin Road, Arlington Heights, IL 60005
 5. Pace Title VI Complaint Line: English 847-354-7956, Español 847-354-7957
 - ii. Ride in Kane Program Manager
 1. Phone: 630-762-2600
 2. Email: rideinkane@co.kane.il.us
 3. Regular Mail: 41W011 Burlington Road, St. Charles, IL 60157
 - iii. Regional Transportation Authority
 1. Phone: 312.913.3110 (Customer Service), 312.836.7000 (Travel Information), 312.663.4357 (Mobility Services Helpline Call Agent), 312.913.3212 (Regulatory Compliance Officer)
 2. Informacion en Espanol:800-836-7000

3. Online: <https://www.rtachicago.org/>
 4. Regular Mail: 175 West Jackson Boulevard, Suite 1650, Chicago, IL 60604
- iv. Federal Transit Administration
 1. Phone: 888-446-4511
 2. Regular mail: East Building 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590
 - v. Patrons may express their complaint at the quarterly Kane County Paratransit Coordinating Council committee meetings. Patrons can find a list of upcoming meetings on the Ride in Kane website: <http://kdot.countyofkane.org/RIK/Pages/Meetings.aspx>
 - vi. When possible, complaints should be submitted in writing. See Exhibit B for the Title VI Complaint Form.
 - vii. A complaint can be withdrawn at any time.
- c. Complaint Review Procedure
- i. All complaints are recorded and followed-up on.
 - ii. Complaints are forwarded by the person who has received the complaints to the staff member or agency most able to address the patron’s concerns.
 - iii. If complaint is a result of an “incident”, staff will need to confirm whether an Incident Report was completed and signed which can be used to aid the investigation.
 - iv. A staff member contacts the patron to discuss their complaints to gather additional information and attempt to resolve the problem.
 1. If the patron feels uncomfortable discussing their complaint with the staff member initially assigned to the complaint, they are given the option to speak with a different staff member about their concerns.
 2. If the complaint is not resolved to the patron’s satisfaction, they are given the option to speak with a different staff member about their concerns.
 - v. Patrons shall receive responses to their complaints, via phone call and in writing of her/his decision with supporting reasons along with appropriate staff signatures and reference to the appeal procedure within ten (10) working days.
 - vi. All complaints will be reviewed at the quarterly Ride in Kane Sponsor Committee meetings.
- d. Appeal Procedure
- i. If the complaint is not resolved to the satisfaction of the patron, the patron may appeal the decision.
 - ii. The patron must appeal in writing to the Kane County Division of Transportation. The Division of Transportation will either investigate or ask another member of the Ride in Kane committee to investigate the complaint.
 - iii. A written response to the appeal will be given to the recipient within 15 working days. The response will contain the decision and the supporting reasons for the decision.
 - iv. All appeals will be reviewed at the quarterly Ride in Kane Sponsor Committee meetings.
 - v. The Ride in Kane Title VI Appeal Form is found in Exhibit C.
- e. Listing of all Title VI Investigations, Complaints, or Lawsuits

- i. To comply with 49 CFR Section 21.9(b), Kane County will prepare and maintain a list of any active investigations, lawsuits, or complaints that allege discrimination on the basis of race, color, or national origin. This list shall include the date of the investigation, lawsuit, or when the complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by Kane County and Pace Suburban Bus Service in response to a federally funded Ride in Kane service investigation, lawsuit, or complaint.
- ii. Ride in Kane has not dealt with any investigations, complaints, or lawsuits regarding Title VI since starting operations in 2008.

Public Participation Plan

1. In order to comply with 49 CFR Section 21.9(d), Kane County shall provide information to the members of the public of the protections against discrimination afforded to them by Title VI.
2. Kane County Division of Transportation, through the Ride in Kane Program and in partnership with the Kane County Board Office and Ride in Kane Sponsor agencies, engages with the public in various ways. Whenever possible, information is available in Spanish. To reach those without access to a computer, hard copies of information are available at the Kane County DOT office and at Ride in Kane Sponsor offices. This will allow the greatest number of residents to receive information about the program.
 - a. Public Meetings. Information and notification about the federally funded Ride in Kane program is provided to the public through the following avenues:
 - i. The Kane County Paratransit Coordinating Council meets quarterly, generally the first Tuesday in March, June, September, and December. The annual meeting notice is posted on the Ride in Kane website and all agendas are posted to the website one week prior to the meeting. Anyone interested in the program and requests being added to the Ride in Kane distribution list is sent an email message with the meeting information one month prior to the meeting and a week prior with a link to the agenda packet materials.
 - ii. The Ride in Kane Sponsor Committee meets quarterly, immediately following the Kane County Paratransit Coordinating Council meeting. All materials are included in the meeting notices for the Coordinating Council meetings.
 - iii. These meetings are open to the public and staff from Pace Suburban Bus and the Regional Transportation Authority regularly attend. All Ride in Kane sponsor agencies attend as well as the Ride in Kane Program Manager and Kane County DOT staff.
 - iv. The Ride in Kane Program Manager or Kane County DOT staff responds to requests for in-person informational presentations from government, community-based and non-profit organizations throughout the County. Staff also attends forums and public meetings for other agencies and jurisdictions to provide opportunities for recipients to raise issues and ask questions about the program.
 - v. The Ride in Kane services are frequently mentioned in the local news and media outlets, particularly when the Kane County Board office issues a press release. Press releases are in English and Spanish.
 - b. Website
 - i. The Kane County DOT hosts and maintains a Ride in Kane website that provides information to the public regarding Ride in Kane, including: how dial-a-ride

works, how to reserve a trip, service area, eligibility, fare structure, customer service, and rights under Title VI. The website includes contact information for the Ride in Kane Program Manager including a phone number, email address, and mailing address if questions arise and more information is needed.

- ii. The Ride in Kane program is referenced on the Pace Suburban Bus Dial-a-Ride Directory website.
 - iii. The Ride in Kane program is referenced on Municipal and Township websites, newsletters, and e-newsletters.
 - iv. The Kane County website includes press releases and other information related to the Ride in Kane program.
 - v. The Kane County Division of Transportation website has Ride in Kane information on its home page.
- c. Information Handouts
- i. Each Ride in Kane participant is provided with a Rider's Guide that outlines the program including the Title VI program and process to file complaints, complaint and appeals. The guide is available in Spanish.
 - ii. The Riders Guide is also available on the Ride in Kane website, in English and Spanish
 - iii. There is a one-page information brochure about Ride in Kane available in the Kane County DOT office as well as on the Ride in Kane website.
 - iv. Kane County DOT works closely with the Kane County Sheriff's Office and the Kane County Workforce Development Department to ensure their clients have access to Ride in Kane information and services.

Language Assistance Plan for Limited English Proficient (LEP) Persons

1. Purpose: Ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP).
2. Available assistance for LEP persons using Ride in Kane
 - a. Ride in Kane Brochure, Rider's Guide, and Title VI Complaint Form are translated into Spanish, and available online and in hard copy.
 - b. The Ride in Kane website has the "Google Translate" button available to translate the content into various languages.
 - c. The Ride in Kane Program Manager is fluent in Spanish.
 - d. Kane County has access to a translation service for any language.
 - e. Interpreters are available at the Pace Call Center, which provides reservation and dispatch services for Ride in Kane.
3. The number or proportion of LEP Persons eligible to be served or likely to be encountered by Ride in Kane.
 - a. Based on the 2016-2020 American Community Survey 5-Year Estimates, 68.7% of Kane County residents speak English and 25.7% speak Spanish as their primary language at home for the population five years and over. See the table below for a breakdown of languages spoken in Kane County, and the Chicago Metropolitan Agency for Planning (CMAP) region which includes Kane County.

LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 YEARS AND OVER – Source: CMAP Community Data Snapshots

Language Spoken at Home and Ability to Speak English, 2016-2020

	Kane County		CMAP Region	
	Count	Percent	Count	Percent
English Only	342,395	68.7	5,459,244	68.7
Spanish	127,973	25.7	1,449,991	18.3
Slavic Languages	5,429	1.1	278,826	3.5
Chinese	777	0.2	90,225	1.1
Tagalog	2,867	0.6	71,472	0.9
Arabic	1,816	0.4	62,859	0.8
Korean	623	0.1	35,656	0.4
Other Asian Languages	4,737	1.0	110,907	1.4
Other Indo-European Languages	10,516	2.1	326,948	4.1
Other/Unspecified Languages	1,054	0.2	56,515	0.7
TOTAL NON-ENGLISH	155,792	31.3	2,483,399	31.3
Speak English Less than "Very Well"	57,285	11.5	925,362	11.7

Source: 2016-2020 American Community Survey five-year estimates.

Universe: Population 5 years and older

*For people who speak a language other than English at home, the ACS asks whether they speak English "very well," "well," "not well," or "not at all."

4. Four Factor Analysis

- a. Factor One - The Number or Proportion of LEP Persons Eligible to be Served or Likely to be Encountered by a Program, Activity, or Service of the Recipient or Grantee. The Ride in Kane program covers all of Kane County, which has 25.7% of its population that speaks Spanish (see table above). Kane County DOT has hired a Ride in Kane Program Manager who is fluent in Spanish and registration and marketing materials are translated into Spanish. In addition, Pace Suburban Bus has translation services which is described above. LEP persons interact with the Ride in Kane program through the various sponsors when they contact them directly for information or to register for the program. The main Ride in Kane information phone number includes Spanish speaking staff and staff has access to translation services for other languages. The LEP population is able to reach the information line or visit the website which can be translated into multiple languages, therefore they have access to the information about the program. With low numbers of LEP residents calling the information line, the program is reaching some of the population, but may not be reaching enough LEP individuals.
- b. Factor Two - The Frequency with which LEP Individuals Come into Contact with the Ride in Kane Program. The Ride in Kane Program Manager answers calls placed to the Ride in Kane information line and she is fluent in English and Spanish. As noted before, these are the two primary languages spoken in the County. If someone speaks a different language, the translation service will be used to interpret the call. LEP individuals who are riders will come into contact with taxi drivers and bus drivers, but those are services provided by Pace Suburban Bus and the drivers are employees of Pace Suburban Bus. Pace Suburban Bus would provide assistance to those riders under their Title VI program. The quarterly Kane County Paratransit Coordinating Council and Ride in Kane Sponsor meetings are open to the public, but since the program has been in place no attendees have requested translation services. The frequency of interaction with LEP persons is low with calls to the Ride in Kane information line the most frequently used means of

interaction. The Ride in Kane Program Manager takes approximately 60 calls a week and of those, one or two are LEP individuals requesting communication in Spanish or another language.

- c. Factor Three – The Nature and Importance of the Program, Activity, or Service Provided by Ride in Kane to People’s Lives. The Ride in Kane program is an integral part of the lives of our residents. We support individuals that are unable to drive, like older adults and people with disabilities. We also support people who may not have the means to purchase a vehicle or have access to fixed route bus service. There are approximately 425 riders each month, taking over 4,500 trips on average. The program will continue to offer materials and online information in English and Spanish and has translation services in place should the need arise for translation from other languages.
 - d. Factor Four – The Resources Available to the Ride in Kane program and Costs. The Ride in Kane program is administered through Kane County Division of Transportation and has additional sponsors who interact with riders during registration and with the Ride in Kane Program Manager. The sponsors are smaller entities, usually townships, villages, cities, and non-profit organizations. They have funding set aside for the program, which goes toward their local match to federal transit funding. They also have designated staff who are part of the Ride in Kane program, but is not the primary focus of their jobs. The Ride in Kane Program Manager, housed at Kane County DOT, is dedicated solely to the Ride in Kane program and has access to resources in that office and the County as a whole. The cost for the County is for the program manager position, which is partially subsidized by federal funding (Section 5310), and providing an annual contribution to the program. The annual contribution amount is divided among the sponsors to offset their local match. The County has the resources to provide materials in two languages and, as stated before, provides translation services via phone when necessary.
5. Based on an analysis of the LEP population in Kane County, the Ride in Kane program will continue to offer the above-mentioned translation and interpretation services. Materials will state that translation and interpretation services are available and the website will state the same. The Ride in Kane Project Manager will review demographic data periodically and make adjustments or additions to the Language Assistance Plan for Limited English Proficient Persons as necessary. When recruiting for the Ride in Kane Program Manager position, the County will seek applicants who are fluent in another language, preferably Spanish. As new Kane County Division of Transportation staff go through the onboarding process, they are trained on how to access the translation services should that position require direct contact with residents. Staff is also able to use written translation services and new hires are made aware of this through the onboarding training as well.

PUBLIC NOTIFICATION OF RIGHTS UNDER TITLE VI



Ride in Kane operates programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes they have been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the Ride in Kane Program Manager.

For more information on Ride in Kane's civil rights program, and the **procedures to file complaints, phone, email or visit:**

Ride in Kane Customer Service office
41W011 Burlington Road, St. Charles, IL 60175
Phone: 630 762-2600
Email RideinKane@co.kane.il.us
Website: www.rideinkane.org

A customer can also file a complaint directly with the Federal Transit Authority by contacting:

Office of Civil Rights
Federal Transit Administration
Attention: Title VI Program Coordinator
1200 New Jersey Avenue, SE
East Building, 5th Floor-TCR
Washington, DC 20590
Phone: 1-[888-446-4511](tel:1-888-446-4511)
Business Hours: 8:30am-5:00pm ET, M-F

If information is needed in another language, contact: (630) 762-2600.
Si se necesita información en otro idioma, el contacto: (630) 762-2600.

Exhibit B: Ride in Kane Title VI Complaint Form

Ride in Kane TITLE VI COMPLAINT FORM

Title VI of the Civil Rights Act of 1964 requires that "No person in the United States shall on the ground of race, color, or national origin be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."(42 U.S.C. §2000d). If you feel you have been discriminated against in transit services associated with Ride in Kane, please provide the following information in order to assist us in processing your complaint and send it to:

Ride in Kane Program Manager
Kane County Division of Transportation
41W011 Burlington Road
St. Charles, IL 60175

Please Print Clearly or Type:

Name: _____

Address: _____

City, State, Zip: _____

1. Person Allegedly Discriminated Against: _____

2. Address of Person Allegedly Discriminated Against: _____

3. Please check why you believe discrimination occurred (check all that apply):

Race National Origin Color

4. What was the date of the alleged discrimination? _____

5. *Where did the alleged discrimination take place?* _____

Please describe the circumstances as you saw them:

Please list any and all known witnesses' names and contact information:

What type of corrective action would you like to see taken?

Please attach any documentation you have which support the allegation, then sign and date this form and send to the address listed at the beginning of this form.

Your Signature

Print Your Name

Date

Exhibit C: Ride in Kane Appeal Form

RIDE IN KANE APPEAL FORM

This form is to be used to file an appeal to a complaint response including those that are in relation to Title VI of the Civil Rights Act of 1964 which states, "No person in the United States shall on the ground of race, color, or national origin be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. §2000d)

Brief explanation of concern or problem (use space below or provide attachment if additional space is needed). A copy of original complaint form should also be attached.

Printed Name of Rider

Phone number

Address of Rider

Rider Signature

Date

Response (to be provided by Investigating Member of Ride in Kane):

Printed Name and Title of investigating member of Ride in Kane

Signature

Date

Submitted appeal form will be forwarded and filed by Kane County

BE IT FURTHER RESOLVED by the Kane County Board that the Kane County Engineer is hereby authorized under his/her signature to enter into the yearly agreements with each RIK Sponsor; which agreements shall provide for the reimbursement by each RIK Sponsor of eighty percent (80%) of the local share of the RIK Sponsors RIK Program Section 5310 Transit Fund costs.

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving Technical Services Agreement between the Regional Transportation Authority and County of Kane for the Ride in Kane Program Phase 19 & 20 Mobility Management, Contract Number S5310-2021-08, Federal Project Number IL-2022-025

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$ N/A
If not budgeted, explain funding source: N/A	

Summary:

The Regional Transportation Authority has presented this Technical Services Agreement which provides \$160,000 in Section 5310 Federal Transit Funds for Mobility Management costs related to the Ride in Kane program. This amount represents the 80% federal share, with the County providing the required 20% local matching funds. Kane County has committed \$300,000 in local funds to match this and other federal grants as well as provide funding for the overall Ride in Kane program and its sponsors. No additional funds are needed for this grant.

TECHNICAL SERVICES AGREEMENT

between

THE REGIONAL TRANSPORTATION AUTHORITY

and

KANE COUNTY

Contract No.: [S5310-2021-08](#)

CFDA No.: 20.513

Federal Project No.: [IL-2022-025](#)

Award Date: May 16, 2022

DUNS No. 945248565

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This Technical Services Agreement (this "Agreement") is made by and between the Regional Transportation Authority, a municipal corporation and body politic formed under the laws of Illinois (the "RTA") and Kane County, a municipal corporation and body politic formed under the laws of the State of Illinois, hereinafter referred to as "Recipient" (also referred to as "Grantee," which term shall include its successors, assigns and subrecipients/subgrantees)¹ as of March 1, 2022.

WHEREAS, the Recipient wishes to undertake one or more public transportation projects; and

WHEREAS, the Recipient has made application to the RTA for financial assistance or financial and technical assistance for the project(s) in accordance with the procedures established by the RTA; and

WHEREAS, the Recipient's application has been reviewed and approved by the RTA;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide financial assistance or financial and technical assistance to the Recipient in the form of a technical services agreement, to set forth the terms and conditions upon which the Agreement will be made, and to set forth the Agreement of the parties as to the manner in which the project(s) will be undertaken, completed, and used.

ARTICLE I: DEFINITIONS

1.1 "Allowable Cost" means an expense with respect to the Project(s) which meets the requirements of Article IX of this Agreement.

1.2 "Application" means the application submitted by the Recipient with respect to the Project(s). In the event of a conflict between the Application and the attached Exhibit A, Scope of Services, Exhibit A shall govern.

1.3 "Local Share" means that portion of the Net Project Cost of each Project provided by the Recipient pursuant to this Agreement.

1.4 "Net Project Cost" means the sum of the allowable costs incurred in performing the work on each Project, including work done by the Recipient.

1.5 "Project(s)" means the scope of specific activities for which the funds provided in this Agreement are to be expended, as set forth in Exhibit A, Scope of Services and in the plans, specifications, and schedules set forth in the Application.

¹ This document incorporates Federal Certifications and Assurances copied incorporated verbatim from federal circulars. The Certifications and Assurances also use the terms "Recipient," "Subrecipient" and "Applicant" interchangeably. The terms of this agreement and all federal requirements apply to any recipient of federal funds regardless of its status as Recipient, Subrecipient, Grantee, Subgrantee or Applicant, vis-à-vis the federal granting agency.

1.6 "Project Budget" means the anticipated Net Project Cost for each Project as shown in Exhibit B, Project Budget, as may be amended from time to time by the Recipient with RTA approval and in a format approved by the RTA.

1.7 "Project Facilities" means any facilities, equipment, or real property purchased, acquired, constructed, improved, renovated, or refurbished as part of each Project through the application of the RTA's Agreement funds.

1.8 "Service Life" shall mean, with respect to each Project Facility, the period set forth with respect to such Project Facility on Exhibit B, if applicable.

ARTICLE II: THE RECIPIENT'S AUTHORITY AND COMMITMENT

2.1 The Recipient represents and warrants that it has the legal authority and the financial, technical, and managerial capacity to apply for, plan, manage, and complete the Project(s) for which funding is being provided under this Agreement.

2.2 The Recipient acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the United States or State of Illinois in connection with this Project, they reserve the right to impose on the Recipient the penalties of 18 USC 1001, 49 USC 5307, 31 USC 3801, and 49 CFR 31, as they may deem appropriate. Recipient agrees to include this clause in all state and federally-assisted contracts and subcontracts.

2.3 The Recipient agrees to undertake and complete the scope of each Project as set out in Exhibit A, Scope of Services, and in accordance with the Project Budget as set out in Exhibit B, Project Budget, and to provide for the use of Project Facilities as described in Exhibit A and the Application, in accordance with this Agreement and all applicable laws.

ARTICLE III: TERM OF AGREEMENT

3.1 The term of this Agreement shall be from March 1, 2022 to July 31, 2025.

ARTICLE IV: TECHNICAL SERVICES AGREEMENT

4.1 RTA Budget Commitment.

(a) Subject to the annual appropriation of funds by the RTA, the RTA hereby commits to provide the funds pursuant to paragraph 4.1(b) and as listed in Exhibit B, Project Budget, for the Project(s) in Exhibit A, Scope of Services.

(b) The RTA will provide 80% of the aggregate actual cost of all Projects as set forth on Exhibit B or \$160,000.00, whichever is less. The RTA shall have no liability regarding any Project funded by this Agreement in excess of the funds actually appropriated for the Project.

4.2 Recipient Commitment to Complete Project(s) or Seek Amendment.

Subject to the RTA's appropriation of the funds described in paragraph 4.1, the Recipient agrees to complete the scope of all the Projects, and to provide funding up to the amount of Local Share of the Project Budget, or to seek an amendment in accordance with this subparagraph. The Recipient shall request an amendment to the Agreement in order to (1) add or delete a Project, (2) change the scope of any Project, or (3) change the Project Budget(s).

4.3 Conformity with Project Budget.

(a) The Recipient shall carry out each Project and shall incur obligations against and disburse Project funds only in conformance with the latest approved Project Budget attached hereto as Exhibit B. A proposed revised Project Budget shall accompany any request to amend this Agreement.

(b) The Recipient must seek the prior approval of the RTA to revise the Project Budget(s) to increase or decrease the estimated Net Project Cost. In making this request the Recipient must demonstrate the following:

(1) A justifiable rationale for the revision in a particular Project;

(2) The revised budget for the Project covers the full scope of the Project funded under this Agreement, i.e., the revised budget of the Project is intended to be adequate for the completion of the Project;

(3) There are sufficient unspent funds in the Agreement contingency, should one be part of this Agreement, or any other Project which may be reallocated to the revised budget of the revised Project;

(4) The funds remaining in the Agreement contingency, should one be part of this Agreement, or any other Project after reallocation of funds to the revised budget for the Project are sufficient to provide for the uncompleted portions of all other Projects within the Agreement; and

(5) The proposed revision will not cause the aggregate amount of all Project Budgets as set forth on Exhibit B to be exceeded.

4.4 Conformity with Program Management Plan (PMP).

(a) The Recipient shall adhere to the Program Management Plan (PMP) as included in Exhibit E.

ARTICLE V: METHOD OF FUNDING

5.1 The RTA may finance its obligations, or any portion thereof, under this Agreement in any way it deems, in its sole discretion, to be most advantageous and fiscally sound, provided that nothing in this Agreement shall cause the Recipient to be obligated to any creditor of the RTA with respect to such financing.

5.2 All or part of any share of the Net Project Cost to be contributed by the Recipient may, with the express written prior approval of the RTA, be provided by the Recipient in the form of contributions of professional, technical or other services. The amount or value of any share of the Net Project Cost contributed by the Recipient is shown in Exhibit B.

5.3 In the event that the Recipient receives funds from any source with respect to the completion of the Project which do not appear in Exhibit B and were not included in determining the RTA share under paragraph 4.1(b) of this Agreement, the amount of this Agreement shall be recalculated and a proportionate amount of the RTA funding shall be refunded to the RTA. Such funds include, but are not limited to, the proceeds of any sale and leaseback arrangement with respect to Project Facilities, if any. This Section 5.3 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise for a period equal to the Service Life of the relevant Project Facility.

ARTICLE VI: ACCOMPLISHMENT OF THE PROJECT(S)

6.1 General.

(a) The Recipient shall commence, carry on, and complete the Project(s) with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement. The Recipient shall cause all contractors involved with the Project(s) to deliver and complete the Project(s) in accordance with the Project schedules submitted at time of application or as revised pursuant to paragraph 6.2(b) of this Agreement.

(b) In performance of its obligations pursuant to this Agreement, the Recipient and the contractors shall comply with all applicable provisions of federal, state, and local law. Specifically, Recipient and contractors agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable Federal Transit Administration (hereinafter referred to as "FTA") Circulars and 49 CFR 18 and 19. All limits and standards set forth in this Agreement to be observed in the performance of a Project are minimum requirements and shall not affect the application of more restrictive standards to the performance of the Project.

(c) At or prior to the time that funds are needed to meet Project costs, the Recipient shall initiate and prosecute to completion all proceedings necessary to enable the Recipient to provide any share of the Net Project Cost which is to be provided by the Recipient.

(d) Nothing in this Agreement is intended to subject the RTA to any obligations or liabilities to contractors of the Recipient, or their respective subcontractors, or any other person not a party to this Agreement in connection with the performance of any Project pursuant to the provisions of this Agreement, notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

6.2 Project Completion.

(a) Any failure, except a force majeure event or any other reason beyond the control of the Recipient, to make progress which significantly endangers substantial performance of a Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement.

(b) The Recipient shall complete each Project in accordance with the Project completion date provided at time of application or as revised. In the event the Recipient determines that, for whatever reason, a Project cannot be completed in accordance with the Project schedule, the Recipient shall immediately notify the RTA in writing, within thirty days, of: 1) the nature and extent of the delay; 2) the reason or reasons for the delay; 3) the adjustments to the Project schedule which can be made to ensure that the Project is completed on schedule; and 4) if the Project cannot be completed on schedule, the implications on the Project Budget due to the delay.

6.3 Use of Facilities.

(a) The Project Facilities, if any, shall be used by the Recipient as described in the Recipient's final, approved Application.

(b) If during the Service Life, the Project Facilities are not used in this manner, are sold or are otherwise disposed of, or are withdrawn from mass transportation service at the initiative of the Recipient (if applicable), the Recipient shall immediately notify the RTA and shall, at the RTA's discretion, remit to the RTA a proportional amount of the fair market value, if any, of the Project Facilities (determined on the basis of the ratio of the amounts paid by the RTA pursuant to this Agreement to the total cost of such Project Facilities). The fair market value shall be deemed to be the value of the Project Facilities as determined by a competent appraisal conducted as soon as feasible after such withdrawal or misuse occurs; or the actual proceeds from the public sale of such property, whichever is approved by the RTA; or, for rolling stock, the unamortized value of the remaining service life per unit based on straight-line depreciation of the original purchase price. Any appraiser employed for such purposes shall be subject to disapproval by the RTA on the grounds that it is not an independent appraiser.

(c) The Recipient shall maintain, in an amount and form satisfactory to the RTA, insurance or self-insurance with such reserves as will be adequate to protect Project Facilities throughout the period of their useful lives. The cost of such insurance shall not be an Allowable Cost for the Projects.

(d) This Section 6.3 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise, for a period equal to the Service Life of the relevant Project Facility.

ARTICLE VII: PASS-THROUGH FUNDING PROVISIONS

7.1 If this Agreement provides any portion of funding for which the RTA receives funds from a governmental entity subject to agreement, grant, or contract, the provisions contained therein and as detailed in the attached Exhibit C, Federal Certifications and Assurances, are hereby incorporated by reference and made a part of this Agreement. If the recipient will receive federal funds pursuant to this grant, the Master Agreement between RTA and the U.S. Department of Transportation, as may be amended from time to time, is also incorporated and made part of this Agreement. The Master Agreement may be found [here](#), or an updated copy may be requested from RTA. The provisions and requirements of the Master Agreement shall flow down to all sub-recipients and third parties at every tier and must be expressly incorporated into all procurement and non-procurement awards involving funds provided pursuant to this Agreement. The Recipient shall carry out each Project in such a manner as to comply with the requirements contained herein and the requirements of any governmental agreement, rules and regulations applicable to this Project. If it is not possible to carry out the project in such a manner, the Recipient shall, as soon as practicable, notify the RTA in writing of the specific provisions of each agreement, rule or regulation in conflict and reasons for conflict in order that appropriate arrangements may be made between the parties and any governmental entity to permit the Project to proceed.

7.2 The Recipient acknowledges that federal and state governmental requirements may change and the changed requirements will apply to the Project as required. The Recipient acknowledges that a reference to a specific law in this Agreement is considered to be a reference to 1) such law as it may be amended, modified or supplemented from time to time, 2) all regulations and rules pertaining to or promulgated pursuant to such law, (c) the successor to the law resulting from recodification or similar reorganizing of laws and (d) all future laws pertaining to the same or similar subject matter. The Recipient agrees to include in all subcontracts or lower tier agreements specific notice to this effect.

7.3 The Illinois Department of Transportation (IDOT) and the FTA shall not be subject to any obligations or liabilities by or to the Recipient or contractors of the Recipient or their subcontractors or any other person not party to this Agreement in connection with the performance of this Project, without their respective express written consent, notwithstanding the concurrence in or approval of the solicitation or the award by IDOT or FTA to such contractors or subcontractor(s). The Recipient agrees to include this clause in each subcontract or lower tier agreement financed in whole or in part with federal and/or state assistance.

ARTICLE VIII: PROJECT ADMINISTRATION AND MANAGEMENT

8.1 Project Management.

(a) The Recipient is responsible for administration and management of each Project.

(b) The RTA or its designee may conduct periodic on-site inspections of each Project to evaluate the effectiveness of the Recipient's arrangement for supervision and inspection and to evaluate the work done on the Project and adherence to this Agreement. The Recipient shall provide reasonable access to its premises, or cause its contractors to provide reasonable access to their premises, for the RTA and its designee to permit these inspections. Inspection of, or concurrence by, RTA in Project work does not relieve the Recipient of its responsibilities and liabilities. Any inspection must be coordinated with the Recipient's personnel for purposes of providing reasonable notice and adhering to safety regulations.

(c) Any Project management plan or amendment to such plan provided pursuant to any governmental agreement, grant or contract for any Project in this Agreement shall require written approval of the RTA.

(d) The Recipient shall report to the RTA regarding all Projects in this Agreement and shall provide to the RTA such information that the RTA deems necessary to meet its reporting responsibilities or other requests from the FTA or any other governmental agency. When requesting reimbursement from the RTA, the Recipient will be required to submit detailed requisitions and progress reports supported by properly executed payrolls, time records, invoices, contracts, or vouchers, evidencing in detail the nature and propriety of the charges.

ARTICLE IX: REQUISITION, PAYMENT PROCEDURES, AND RECORD KEEPING

9.1 The Recipient shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for each Project in conformity with requirements established by the RTA.

9.2 Allowable Costs.

Funds provided by the RTA under this Agreement shall only be used to pay or reimburse the Recipient for allowable costs for a Project which meets all of the requirements set forth below:

(a) They shall be made in conformance with the final, approved Exhibit A, Scope of Services, and Exhibit B, Project Budget(s), and all other provisions of this Agreement;

(b) They shall be necessary in order to accomplish the Project;

(c) They shall be reasonable in amount for the goods or services purchased;

(d) They shall be actual net costs to the Recipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Recipient which have the effect of reducing the cost actually incurred);

(e) They shall be incurred (and for work performed) after the effective date of this Agreement, unless specific authorization from the RTA to the contrary is received (in no event will the RTA provide funding to reimburse expenses incurred after expiration of this Agreement);

(f) To the extent applicable, they shall be in conformance with the standards for allowability of costs established by IDOT. State of Illinois rates apply for travel, lodging, meals and other expenses, as applicable.

(g) They shall be satisfactorily documented;

(h) They shall be treated uniformly and consistently under accounting principles and procedures approved or prescribed by generally accepted accounting principles, and those approved or prescribed by the Recipient for its contractors; and

(i) They shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. (In the event that it may be impractical to determine exact costs of indirect or service functions, allowable costs will include such allowances for these costs as may be approved by the RTA.)

9.3 Payment Procedures.

(a) The Recipient may make requests for payment of allowable costs under the Agreement, and the RTA shall honor such requests in the manner set forth in this paragraph. In order to receive payments, the Recipient shall:

- (1) Execute and submit to the RTA a requisition for approval by the RTA;
- (2) Have submitted all financial, progress, and other reports required by the RTA; and
- (3) Have received approval by the RTA for any budget revisions required to cover all costs to be incurred by the end of the requisition period.

(b) Upon receipt of the completed requisition form and the accompanying information in satisfactory form, the RTA shall process the requisition. If the Recipient is complying with its obligations pursuant to the Agreement, the RTA shall reimburse apparent allowable costs incurred by the Recipient up to the maximum amount of the RTA Agreement funds. Such reimbursement shall be made within sixty (60) days after receipt of each request for same from the recipient. However, reimbursement of any cost pursuant to this paragraph shall not constitute a final determination by the RTA of the allowability of such cost and shall not constitute a waiver of any

violation of the terms of this Agreement committed by the Recipient. The RTA will make a final determination as to the allowability of costs only after a final audit of the Agreement has been conducted pursuant to Article XI of the Agreement.

(c) In the event that the RTA determines that the payment should not be made, it shall notify the Recipient within twenty (20) days after receipt of the completed requisition form, stating the reasons for such determination.

(d) The Recipient agrees that upon completion of all of the Projects in this Agreement and after payment or provision for payment or reimbursement of all allowable costs, the Recipient shall refund to the RTA any unexpended balance of funds received by the Recipient under this Agreement.

9.4 Records Retention.

(a) All books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement, this Agreement and all books, records, and supporting documents related to the Agreement must be retained by Recipient for a minimum of five (5) years after completion of this Agreement or such longer time as may be required by any governmental agency from which funds are obtained and shall be available for review and audit by authorized representatives of the RTA, the Illinois Auditor General, IDOT, the FTA, or another governmental agency with the following qualifications:

(1) All records must be retained until final audit is completed and all audit findings are resolved, unless otherwise agreed to by the RTA;

(2) If any litigation or claim is initiated before completion of the final audit, records must be retained until all litigation or claims involving these records have been resolved; and

(3) Records of any property acquired with RTA funds must be retained for three years after final disposition of the property.

(b) Should the Recipient administer any system of records on behalf of the Federal or State Government, the Privacy Act of 1974, 5 USC 552 and 49 CFR 10, Subpart C, imposes information restrictions on the party managing the system of records.

9.5 Audits.

(a) Pursuant to all applicable Office of Management and Budget Circulars, the Recipient shall permit, and shall require its contractors to permit, at any time, the RTA, or IDOT or other state or federal agency, authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records, including computer or electronically generated records, documents, and data, with

regard to each Project, and to audit the books, records, and accounts of the Recipient and its contractors with regard to each Project. The RTA also may require the Recipient to furnish at any time prior to closeout of the Agreement, audit reports with respect to the Agreement prepared according to generally accepted accounting principles. The Recipient agrees to promptly comply with recommendations contained in any RTA, IDOT or other state or federal agency final audit report.

(b) In accordance with 49 USC 5325(g), the Grantee agrees to require each third party whose contract award is not based on competitive bidding procedures as defined by the Secretary of U.S. DOT, to permit the Secretary, Comptroller General of the U.S., IDOT, the RTA, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third-party contract and audit the books, records, and accounts involved.

ARTICLE X: RIGHT OF THE RTA TO TERMINATE

10.1 Upon written notice to the Recipient, the RTA may suspend or terminate all or part of the financial and/or technical assistance provided herein if the Recipient is or has been in violation of the terms of the Agreement (including its obligation to provide for a portion of the funding for each Project as reflected on Exhibit B, if applicable), or if funding provided to the RTA pursuant to paragraph 7.1 is terminated. Termination of any Project in this Agreement will not invalidate obligations of the RTA to reimburse the Recipient for Project costs incurred up to and including the date of termination, nor invalidate obligations of the Recipient, properly incurred by the Recipient, to the extent they are noncancellable. The acceptance of a remittance by the RTA of any or all Project funds previously received by the Recipient or the closing out of the RTA financial participation in the Project shall not constitute a waiver of any claim which the RTA may otherwise have arising out of this Agreement.

For example, the foregoing remedies shall become available to the RTA if one of the following occurs:

(a) There is any misrepresentation of a material nature in the Application, or amendment thereof, or in respect to this Agreement or any document or data furnished pursuant hereto, or any other submission of the Recipient required by the RTA in connection with this Agreement;

(b) There is pending litigation which, in the opinion of the RTA, may jeopardize funding provided to the RTA pursuant to paragraph 7.1 of this Agreement;

(c) There has been in connection with the funding provided to the RTA pursuant to paragraph 7.1, any violation of the state or federal regulations, ordinances or statutes applicable to the Recipient, its officers or employees which, in the opinion of the RTA, affects this Agreement;

(d) Any funds provided by the RTA pursuant to this Agreement are used for an ineligible purpose;

(e) The Recipient is unable to substantiate the proper use of funding provided to the RTA pursuant to paragraph 7.1;

(f) The Recipient is in default under any of the provisions of this Agreement;

(g) There is failure to make progress which significantly endangers substantial completion of performance of the Project within a reasonable time, which failure shall be deemed to be a violation of the terms of this Agreement;

(h) The Recipient has failed to maintain the Project Facilities as required by this Agreement;

(i) The RTA determines that the purposes of the applicable governing laws would not be adequately served by continuation of state or federal assistance to the Project;

(j) The State Legislature or any federal agency fails to make sufficient appropriations for funding pertinent to that provided to the RTA pursuant to paragraph 7.1.

ARTICLE XI: SETTLEMENT AND CLOSE-OUT

11.1 Upon receipt of notice of successful completion of the Agreement or upon termination by the RTA, the RTA at its discretion will perform or contract for the performance of a final audit to determine the final allowability of costs incurred, and shall make final settlement of the RTA's obligations described in this Agreement. If the RTA has made payments to the Recipient in excess of the total amount of such RTA obligations, the Recipient shall promptly remit such excess to the RTA. The Agreement close-out occurs when the RTA notifies the Recipient and forwards the final Agreement payment or when an appropriate refund of RTA Agreement funds has been received from the Recipient and acknowledged by the RTA. Agreement close-out shall be subject to any continuing obligations imposed on the Recipient by this Agreement or contained in the final notification or acknowledgment from the RTA.

ARTICLE XII: PROCUREMENT

12.1 Procurement Procedures.

(a) The Recipient shall follow applicable federal, state, and local law and procedures when awarding and administering contracts for goods and services funded by this Agreement. Any such contract or subcontract for goods, property and services exceeding \$40,000 shall contain all

the clauses pursuant to FTA Circular 4220.1F and 49 CFR 18.36, 19.40-19.48, and the parties shall comply with the requirements therein.

(b) Apart from inconsistent requirements imposed by federal and state law, the Recipient (and its subcontractors) agrees that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 USC 5323(h)(2).

(c) The Recipient agrees to comply with U.S. Maritime Administration Regulations, "Cargo Preference – U.S. Flag Vessels," 46 CFR 381, to the extent those regulations apply to the Project, and insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

(d) To the extent applicable, the Recipient agrees to comply with the requirements of 49 USC 5323 and FTA regulations, "Bus Testing", 49 CFR 665, and agrees to provide the RTA with applicable certifications and obtain applicable certifications from contractors, subcontractors and manufacturers.

(e) Each third-party contract (valued at more than \$100,000 for Construction and Acquisition of Goods or Rolling Stock) utilizing FTA assistance must conform with 49 USC 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR 661.

(f) The Recipient agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by IDOT and FTA.

(g) The Recipient agrees to comply with the requirements of Executive Order No. 12549 and 12689 "Debarment and Suspension," and U.S. Department of Transportation (DOT) regulations on Debarment, 49 CFR 29, and agrees to obtain applicable certifications from contractors and subcontractors and otherwise comply with federal and state regulations.

(h) The Recipient certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the Recipient made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the Recipient committed bribery or attempted bribery on behalf of the Recipient and pursuant to the direction or authorization of a responsible official of the Recipient. The Recipient further certifies that it has not been barred from contracting with a unit of the State or local government as a result of a violation of Title III, Part E, Article 33 of the Criminal Code. These certifications shall apply equally to any subrecipient or contractor, at all levels, without regard to the value of the subagreement or contract.

(i) Electronic and Information Technology – to the extent applicable, Recipient agrees to include in its specification requirements that all reports or information will be prepared and provided using electronic or information technology capable of assuring that, when provided to the

RTA, it will meet with the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 USC 794(d) and U.S. Architecture and Transportation Barriers Compliance Board (ATBCB) regulations “Electronic and Information Technology Accessibility Standards,” 36 CFR 1194.

12.2 Procurement Review.

The Recipient must obtain pre-award approval from the RTA for: (1) any proposed third-party contract; (2) any change order with a third-party contractor; and (3) any use of force account for activities funded by this Agreement.

ARTICLE XIII: THIRD-PARTY CONTRACT DISPUTES OR BREACHES

13.1 The RTA, and any state or federal granting agency, has a vested interest in the settlement of disputes, defaults, or breaches involving any RTA-assisted third-party or subrecipient contracts for any Project. The RTA retains a right to a proportional share, based on the percentage of the RTA share committed to any Project, of any proceeds derived from any third-party recovery, after taking into account any costs incurred by the Recipient in securing the recovery. Therefore, the Recipient shall avail itself of all legal rights available under any third-party contract.

The Recipient shall promptly notify the RTA of any litigation, default, breach or major dispute pertaining to any third-party or subrecipient contract. This responsibility shall flow down to all sub-recipients at every tier and must be expressly contained in all procurement and non-procurement awards and agreements involving funds provided pursuant to this grant.

The RTA reserves the right to concur in any compromise or settlement of the Recipient’s claim(s) involving any third-party or subrecipient contract. If the third-party or subrecipient contract contains a liquidated damages provision, such proportional share of any liquidated damages recovered shall be credited to the Project account unless the RTA permits otherwise.

ARTICLE XIV: ASSIGNMENT OF CONTRACT - SUBCONTRACTORS

14.1 The Recipient agrees that no contract for services of any kind in connection with a Project funded by this Agreement shall be assigned, transferred, conveyed, sublet, or otherwise disposed of without the prior written consent of the RTA. All subcontracts shall contain all applicable contract clauses pursuant to federal and state requirements, and as required by this Agreement.

ARTICLE XV: INDEMNIFICATION

15.1 The Recipient agrees to save or hold harmless and indemnify the RTA from and against any and all losses, expenses, damages (including loss of use), demands, and claims, and shall defend any suit or action, whether at law or in equity, brought against it based on any alleged injury (including death) or damage relating to or arising out of any act or omission of the Recipient, its officers, employees and agents with respect to any Project funded by this Agreement and shall pay

all damages, judgments, costs, and expenses, including attorney's fees, in connection with any demands and claims resulting therefrom; provided, however, that the Recipient shall not be required to save harmless, indemnify, or defend the RTA due to the negligence or misconduct of the RTA or its successors, assigns, agents, or employees or their respective failure to reasonably perform under this Agreement. This Section 15.1 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

ARTICLE XVI: INDEPENDENCE OF RECIPIENT

16.1 In no event shall the Recipient or any of its employees, agents, contractors or subcontractors be considered agents or employees of the RTA, IDOT, FTA, U.S. Department of Transportation, or State of Illinois. Furthermore, the Recipient agrees that none of its employees, agents, contractors, or subcontractors will hold themselves out as, or claim to be, agents, officers, or employees of the RTA, U.S. Government, or State of Illinois and will not by reason of any relationship with the Agreement make any claim, demand, or application to or for any right or privilege applicable to an agent, officer, or employees of the RTA, U.S. Government, or State of Illinois, including but not limited to, rights and privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage, or retirement membership or credit.

ARTICLE XVII: NON-COLLUSION

17.1 The Recipient warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its Application for any Project pursuant to this Agreement. No Recipient officer or employee, or member of any unit of local government which contributes funds to any Project funded by this Agreement shall be admitted to any share or part of this Agreement or to any benefit arising therefrom other than nominal.

ARTICLE XVIII: CONFLICTS OF INTEREST

18.1 The Recipient hereby certifies that: (1) no employee, officer, board member, or agent of the Recipient is a director, officer or employee of the RTA or (2) if such relationship exists, it is not prohibited by any applicable conflict of interest laws. The Recipient further certifies that, to its knowledge, no employee, officer, board member, or agent of the Recipient has participated in the selection, award, or administration of a contract supported by federal or state funds where such participation constitutes a conflict of interest, whether real or apparent. This conflict of interest requirement applies to all former employees, officers, board members, and agents for one year from the date the employee, officer, board member, or agent ended its employment with the Recipient.

The Recipient acknowledges that no director, officer or employee of the RTA may represent the Recipient with respect to any application or agreement in regard to which such director, officer or employee may be called upon to vote. The Recipient hereby certifies that it has not been, and

shall not be, represented by any director, officer or employee of the RTA with respect to its application for financial or financial and technical assistance or this Agreement.

The Recipient agrees that its employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The RTA may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Recipient relating to such contract, subcontract, or arrangement.

18.2 The Recipient agrees that it will prevent any real and apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third-party contractor or recipient or impair the objectivity in performing the contract work.

ARTICLE XIX: RECIPIENT'S RESPONSIBILITY FOR COMPLIANCE

19.1 Irrespective of the participation of other parties or third-party contractors, the Recipient remains primarily responsible for compliance with this Agreement and all applicable federal, state, and local laws and regulations. This responsibility shall flow down to all sub-recipients and third parties at every tier and must be expressly contained in all procurement and non-procurement awards and agreements involving the funds provided pursuant to this Agreement. If the Recipient will receive federal funds or funds from the Illinois Department of Transportation under this Agreement, the Recipient must complete Exhibit C, Federal Certifications and Assurances, and comply with applicable terms and conditions therein. In addition, if the Recipient will receive federal funds under this Agreement, the Recipient must complete Exhibit D, Annual Certification to Comply with Code of Federal Regulations (CFR) – Title 2, Part 200 Audit Requirements, and comply with the terms and conditions therein as well as those of the Master Agreement between RTA and the U.S. Department of Transportation, as may be amended from time to time. In particular, provisions of the Master Agreement requiring Flow-Down to third parties such as subrecipients and contractors at all tiers must be expressly contained in all procurement and non-procurement awards and agreements involving funds provided pursuant to this grant. The Master Agreement may be found [here](#), or an updated copy may be requested from RTA.

ARTICLE XX: LABOR LAW COMPLIANCE

20.1 The Recipient agrees to comply with the labor law compliance provisions of any FTA grant contract pertaining to any Project funded by this Agreement and all applicable federal and state labor laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum

fair wage standards for minors, payment of wages due employees, and health and safety of employees.

(a) Contract Work Hours and Safety Standards. The requirements of the clauses contained in 29 CFR 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1. The Recipient and its subcontractors shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contracts for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by the Recipient or its subcontractors for inspection, copying, or transcription by authorized representatives of the FTA, U.S. Department of Transportation, or Department of Labor, and the Recipient or its subcontractors will permit such representatives to interview employees during working hours on the job.

(b) The Recipient or contractor shall insert in any subcontract the clauses set forth in 29 CFR 5.5(b), and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.

20.2 The Recipient also agrees to require any contractor performing professional or consulting service in connection with any Project funded by this Agreement to agree to adhere to the requirements of this Article.

ARTICLE XXI: CIVIL RIGHTS

21.1 Non-Discrimination.

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all federal, state, and local laws, rules, regulations and ordinances relating to non-discrimination including, but not limited to, all requirements of Title VI of the Civil Rights Act of 1964, 42 USC 2000(d); Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6101, Section 202 of the Americans with Disabilities Act of 1990, 42 USC 12101 *et seq.*, Federal Transit Law at 49 USC 5332, and US DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 CFR 21, and any implementing requirements the FTA may issue.

21.2 Equal Employment Opportunity Clauses.

(a) Federal Equal Employment Opportunity – The following requirements apply to the Project and the Recipient agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by FTA.

(1) Discrimination Prohibited – In accordance with 42 USC 2000(e), 49 USC 5332, the Recipient agrees to comply with any applicable Federal statutes, executive orders, regulations, and Federal policies including the U.S. Department of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR 60 *et seq.*, (which implement E.O. No. 11246, “Equal Employment Opportunity,” as amended by E.O. No. 11375, “Amending E.O. No. 11246 relating to Equal Employment Opportunity,”) that may in the future affect construction activities undertaken in the course of this Project. The Recipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(2) EEO Program Incorporated by Reference – If the Recipient is required to submit and obtain approval of its EEO program, that EEO program approved by the United States or State of Illinois government is incorporated by reference and made a part of this Agreement. Failure by the Recipient to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the approved EEO program, the RTA and the United States or State of Illinois government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Recipient’s eligibility to obtain future financial assistance in transportation projects.

(3) Age – In accordance with 49 USC 5332, the Recipient agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(4) Disabilities – In accordance with 42 USC 12101, the Grantee agrees that it will comply with the requirements of 29 CFR 1630, pertaining to the employment of persons with disabilities. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(5) Sex – In accordance with Title IX of The Educational Amendments of 1972, as amended, 20 USC 1681 *et seq.*, and U.S. Department of Transportation regulations 45 CFR 86, the Recipient agrees to comply with prohibitions against discrimination on the basis of sex, and any federal requirements that may be promulgated.

(6) Language Proficiency – In accordance with Executive Order No. 13166, the Grantee agrees to comply with the applicable provisions of said Executive Order, “Improving Access to Services for Persons with Limited English Proficiency,” for improving access to services for persons with limited English proficiency, *see* 42 USC 2000d-1.

(7) Environmental Justice – The Recipient shall comply with the applicable policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”, *see* 42 USC 4321 note.

(b) Sexual Harassment – The Recipient will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Recipient’s internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Resources and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* A copy shall be provided to the RTA upon request.

(c) Illinois Human Rights Act - In the event of the Recipient’s non-compliance with the provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act or the rules and regulations (the “Rules and Regulations”) of the Illinois Department of Human Rights (the “IDHR”), the Recipient may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement the Recipient agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the IDHR Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Recipient's obligations under the Illinois Human Rights Act and the IDHR Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Recipient in its efforts to comply with such Act and Rules and Regulations, the Recipient will promptly so notify the IDHR and the contracting agency and will recruit employees for other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the IDHR Rules and Regulations, furnish all relevant information as may from time to time be requested by the IDHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the IDHR Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel for the contracting agency and the IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the IDHR Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this section in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the IDHR in the event any subcontractor fails to or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

21.3 Disabilities.

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all applicable federal and state requirements under the ADA and all applicable federal and state laws and regulations relating to procurement and access requirements in accommodating individuals with disabilities. The Recipient shall comply with, and agrees to include the following requirements in each contract or subcontract, applicable state and federal requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC 12101, *et seq.*; 49 USC 5301(d); Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794; Architectural Barriers Act, as amended, 42 USC 4151, *et seq.*; including any amendments to the aforementioned Acts; and the following regulations and amendments thereto:

(a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR 37; "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance," 49 CFR 27; "Americans with Disabilities Act (ADA) Accessibility Guidelines/Specifications for Transportation Vehicles," 36 CFR 1192 and 49 CFR 38;

(b) Department of Justice (DOJ) regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR 35; and “Nondiscrimination on the Basis of a Disability by Public Accommodations and in Commercial Facilities,” 28 CFR 36;

(c) Uniform Federal Accessibility Standards, Appendix A to 41 CFR 101-19.6 (Copies of the Uniform Federal Accessibility Standards are available from the Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development, 451 Seventh Street, S.W., Washington, DC 20410, telephone (202) 708-1112;

(d) U.S. EEOC regulations to implement the equal employment provisions of the ADA, 29 CFR 1630;

(e) Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 CFR 64, Subpart F;

(f) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR 609;

(g) U.S. ATBCB regulations “Electronic and Information Technology Accessibility Standards”, 36 CFR 1194; and

(h) Any implementing requirements FTA may issue.

21.4 Disadvantaged Business Enterprises.

The following provisions shall apply to all Recipients as well as any subrecipients or subgrantees at any and all tiers who receive the funds provided in this Agreement in order to implement the Project.

(a) In accordance with 49 CFR Part 26.13(a), as amended, the Recipient assures the RTA that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the award and performance of any subcontract hereunder. Furthermore, the Recipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Recipient to carry out these requirements is a material breach of this Agreement, which may result in its termination or such other remedy as the RTA deems appropriate.

(b) Any Recipient with an FTA approved DBE program shall include the funds provided in this Agreement when submitting DBE-related data in reports required by the FTA pursuant to its approved program. The RTA shall receive copies of all such reports and will not be responsible for providing DBE-related data to the FTA regarding the funds provided in this Agreement.

(c) Any Recipient without an FTA approved DBE program shall adopt and abide by the RTA’s DBE program, which is incorporated as though fully set forth herein. The Recipient must inform the RTA whether it intends to abide by its own, or the RTA’s DBE program.

(d) The Recipient shall agree to include the language set forth in this Disadvantaged Business Enterprise Assurance in each subcontract it executes.

ARTICLE XXII: ENVIRONMENTAL COMPLIANCE

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all federal, state, and local laws, rules, regulations and ordinances imposing environmental, resource conservation, and energy requirements with respect to the Project. The Recipient expressly understands that the following items do not constitute the Recipient's entire obligation to meet federal requirements. The Recipient agrees to comply with the following requests:

22.1 Energy Conservation – The Recipient and its contractors at all tiers shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC 6321 *et seq.*

22.2 Clean Fuels – To the extent applicable the Recipient and its contractors and subcontractors shall comply with the requirements of “Clean Fuels Formula Grant Program”, 49 CFR 624 and any other applicable federal requirements, and 49 USC 5308.

ARTICLE XXIII: DRUG FREE WORKPLACE

23.1 The Recipient certifies and agrees that it will provide a drug-free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and that it will comply with all provisions thereof. Further, the Recipient agrees to comply with the U.S. DOT Drug Free Workplace Act, and U.S. DOT regulations, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)”, 49 CFR 32, and other U.S. DOT and FTA regulations and guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated.

23.2 If applicable, the Recipient also agrees to comply with all aspects of the anti-drug program outlined in the “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations” regulation, 49 CFR 655; “Procedures for Transportation Workplace Drug and Alcohol Testing Programs” regulation, 49 CFR 40, and to require contractors and subcontractors, when applicable under 49 U.S.C. 5331 and 49 CFR 655, to do the same.

23.3 Confidentiality – Drugs or Alcohol Abuse. The Recipient shall comply with, and agrees to include the following requirements in each contract or subcontract, applicable state and federal requirements of confidentiality and other Civil Rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 USC 1174 *et seq.* and the Public Health Service Act of 1912, 42 USC 290dd-2, including any amendments to the aforementioned Acts;

ARTICLE XXIV: RESTRICTIONS ON LOBBYING

24.1 (a) If this Agreement provides funding in whole or in part from federal funds for a Project(s), the Recipient agrees to comply with Section 319 of the 1990 Department of Interior and Related Agencies Appropriations Act, 31 USC 1352 relating to restrictions on influencing or attempting to influence federal officials in connection with grants, cooperative agreements, or contracts. The Recipient shall certify its compliance with this Act as specifically described in subparagraphs (b) and (c) below by signing the attached Exhibit F, Certification Regarding Lobbying.

(b) The Recipient agrees that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(c) The Recipient further agrees that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(d) The Recipient shall require that the language of this Article XXIV be included in the award documents for all third-party contracts and that all such contractors shall sign Exhibit F, Certification Regarding Lobbying and disclose accordingly.

ARTICLE XXV: PUBLIC RELATIONS

25.1 The Recipient agrees to notify the RTA of the following: (i) upon receipt of any media, press, or mass information distribution system inquiry regarding the Project(s); (ii) upon receipt of any request for documents pursuant to the Freedom of Information Act (FOIA) pertaining to the Project(s); (iii) prior to issuing any press release or other media statement regarding the Project(s). The Recipient acknowledges that the duty to notify the RTA extends through Project(s) completion, and potentially beyond the term of this Agreement.

ARTICLE XXVI: SEVERABILITY

26.1 If any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would continue to conform to the purposes, terms, and requirements of applicable law.

ARTICLE XXVII: ASSIGNMENT AND AGREEMENT

27.1 This Agreement shall not be assigned, transferred, conveyed, sublet, or otherwise disposed of by the Recipient without the prior written consent of the RTA.

ARTICLE XXVIII: AMENDMENT

28.1 The Parties agree that no change of the aggregate amount of all Project Budgets or a modification in scope of this Agreement shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred in consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement and Exhibit A, Scope of Services, and Exhibit B, Project Budget, for each Project as appropriate, has been amended to conform thereto.

ARTICLE XXIX: TITLES

29.1 The Parties agree that the titles of the articles and paragraphs of this Agreement are inserted for convenience of identification only and shall not be considered for any other purpose.

ARTICLE XXX: OWNERSHIP OF DOCUMENTS/TITLE TO WORK

30.1 All documents, data, and records produced by Recipient and its contractors in carrying out Recipient's obligations and services hereunder, without limitation and whether preliminary or final, as between the RTA and Recipient shall become and remain the property of the RTA. The RTA shall have the right to use all such documents, data, and records without restriction or limitation and without additional compensation to Recipient. All documents, data, and records utilized in performing research shall be available for examination by the RTA upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data, and records shall, at the option of the RTA, be appropriately arranged, indexed, and delivered to the RTA by Recipient.

30.2 In accordance with 37 CFR 401, if any invention, improvement, or discovery of the Recipient or any of its subconsultants is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify the RTA, IDOT and FTA immediately and provide a detailed report. The rights and responsibilities of the Recipient, its subcontractors, the RTA, IDOT, and FTA, with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof. The Recipient agrees to insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

30.3 Rights in Data and Copyrights: The Recipient agrees as follows:

(a) The term “subject data” used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media, such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms, such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.

(b) The following provisions apply to all subject data first produced in the performance of this Agreement:

(1) Except for its own internal use, the Recipient may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the written consent of RTA, IDOT, or FTA, until such time as RTA, IDOT, or FTA, may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.

(2) As authorized by 49 CFR Part 18.34 and 49 CFR Part 19.36, RTA, IDOT and FTA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for “federal and state government purposes:”

(i) Any subject data developed under a grant, cooperative agreement, subgrant, subagreement, or third-party contract, irrespective of whether or not a copyright has been obtained; and

(ii) Any rights of copyright to which a third-party consultant purchases ownership with federal or state assistance.

(c) When the federal or state government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA and IDOT’s intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or IDOT determine otherwise, the recipient of IDOT or FTA assistance to support planning, research, development, or a demonstration financed under the Acts, as amended, understands and agrees that, in addition to the rights set forth in section 29.3 (b) above, IDOT or FTA may make available to any government grantee, third-party consultant, or third-party subconsultant, either the federal or state government’s license in the copyright to the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason

whatsoever, all data developed under that Project shall become subject data as defined in section 29.3 (a) above, and shall be delivered as RTA may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Recipient's use, which costs are financed in whole or in part with IDOT or FTA assistance for transportation capital projects.

(d) Unless prohibited by state law, the Recipient agrees to indemnify, save, and hold harmless the RTA, the State of Illinois and FTA, as their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Recipient shall not be required to indemnify the RTA, the State of Illinois and FTA for any such liability arising out of the wrongful acts of employees or agents of the RTA, the State of Illinois or FTA.

(e) Nothing contained in this section on rights in data shall imply a license to the RTA, IDOT or FTA under any patent to be construed as affecting the scope of any license or other right otherwise granted to the RTA, IDOT and FTA under any patent.

(f) The requirements of sub-sections (c), (d), and (e) of section 29.3 above, do not apply to material furnished to the Recipient by the RTA, IDOT and FTA and incorporated in the work carried out under this Agreement; provided that such incorporated material is identified by the Recipient at time of delivery of such work.

(g) The Recipient understands and agrees that data and information submitted to the RTA, IDOT or FTA may be required to be made available under the Freedom of Information Act or other state or federal statutes in accordance with 49 CFR 19.36, as revised.

ARTICLE XXXI: ETHICS

31.1 Bribery - Non-governmental Grantees and third-party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government. They also certify that they have not admitted guilt of such conduct which is a matter of record, nor do they have an official, agent, or employee who has committed bribery or attempted bribery on the firm's behalf under the direction or authorization of one of the Grantee's responsible officials. They also certify that they have not been barred from contracting with a State or local governmental unit as a result of a violation of Title III, Part E, Article 33 of the Illinois Criminal Code.

ARTICLE XXXII: PRIVACY

32.1 Should the Grantee, or any of its third-party contractors, or their employees, administer any system of records on behalf of the Federal or State Government, the Privacy Act of 1974, 5 U.S.C. 552 and 49 CFR 10, Subpart C, imposes information restrictions on the party managing the system of records.

ARTICLE XXXIII: DOCUMENTS FORMING THIS AGREEMENT

33.1 The Parties agree that this constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth or incorporated by reference in the Agreement and that all prior arrangements and understandings in the connection are merged into and contained in this Agreement. The Parties hereto further agree that this Agreement consists of this “Technical Services Agreement,” and:

- Exhibit A, Scope of Services
- Exhibit B, Project Budget
- Exhibit C, Federal Certifications and Assurances
- Exhibit D, Annual Certification to Comply with Code of Federal Regulations (CFR) – Title 2, Part 200 Audit Requirements
- Exhibit E, Program Management Plan (PMP)
- Exhibit F, Certification Regarding Lobbying

ARTICLE XXXIV: SPECIAL CONDITIONS

34.1 The Recipient shall submit quarterly progress reports in accordance with RTA’s schedule. The Recipient also agrees to submit invoices for reimbursement on a monthly basis. The Recipient also agrees to submit its single audit report and certification form to the RTA nine months after the end of the fiscal year, submit invoices for reimbursement on a monthly basis, and provide the RTA with notification of any staff changes as they occur.

ARTICLE XXXV: MISCELLANEOUS

35.1 Notices. All notices, other communications and approvals required or permitted by this Agreement shall be in writing and shall be delivered, sent by certified or registered mail (return receipt requested and postage prepaid), addressed as follows:

- (a) in the case of the RTA:
175 West Jackson Boulevard
Suite 1550
Chicago, Illinois 60604
Attention: Sr. DED, Capital Programming and Planning
- (b) in the case of the Recipient:
Kane County
41W011 Burlington Road
St. Charles, Illinois 60175
Attention: Chief of Planning and Programming

or such other persons or addresses as either party may from time to time designate by notice to the other. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses specified. All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail.

35.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the parties.

35.3 Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the State of Illinois (excluding any conflict of laws rule or principle which might refer such interpretation to the laws of another jurisdiction).

35.4 Digital and Electronic Signatures. The parties hereby agree that this Agreement may be signed via electronic or digital signature. The parties further agree that the electronic or digital signatures appearing on and affixed to this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility, and are acknowledged as compliant with federal and state law and as secure electronic signatures pursuant to the Uniform Electronic Transactions Act (815 ILCS 333/1 *et seq.*) or any successor law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

RECIPIENT: KANE COUNTY

By: _____
CORINNE M. PIEROG
MADAM CHAIR

Date: _____

REGIONAL TRANSPORTATION AUTHORITY

By: _____
LEANNE P. REDDEN
EXECUTIVE DIRECTOR

Date: _____

EXHIBIT A
SCOPE OF SERVICES
for
S5310-2021-08

Applicant: COUNTY OF KANE
RTA Project Number: 202100601
Project Name: RIK Phase 19 & 20 (Mobility Management)

Project Description:

The mobility manager serves as a liaison to the participating organizations and Kane County on matters that arise with the day-to-day operation of the Ride in Kane transportation services throughout Kane County. The mobility manager also facilitates a Coordination Council that was developed to help educate the community and local and elected officials about the need for public transportation services and also seeks out continuous funding sources for the project. The mobility manager is available to the residents of Kane County that have any general questions or concerns about the transportation service.

This project is not Research & Development.

EXHIBIT B
PROJECT BUDGET
for
S5310-2021-08

Applicant:

COUNTY OF KANE

Total Project Budget:

\$200,000

RTA Project Number/ Title:	202100601	RIK Phase 19 & 20 (Mobility Management)
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	Project Budget	Inkind	Expected Project Funds	
			Cash	Share
RTA	\$160,000	\$0.00	\$0.00	80.00%
Local	\$40,000	\$0.00	\$0.00	20.00%
Other		\$0.00	\$0.00	0.00%
Indirect Cost Rate	\$0	\$0	\$0	0.00%
Total:	\$200,000	\$0.00	\$0.00	100.00%

FEDERAL FISCAL YEAR 2022 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: County of Kane

The Applicant certifies to the applicable provisions of all categories: (*check here*) _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	<u> X </u>
02 Public Transportation Agency Safety Plans	<u> </u>
03 Tax Liability and Felony Convictions	<u> </u>
04 Lobbying	<u> X </u>
05 Private Sector Protections	<u> </u>
06 Transit Asset Management Plan	<u> </u>
07 Rolling Stock Buy America Reviews and Bus Testing	<u> </u>
08 Urbanized Area Formula Grants Program	<u> X </u>
09 Formula Grants for Rural Areas	<u> </u>
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	<u> </u>
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	<u> </u>

Certifications and Assurances

Fiscal Year 2022

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	<u> X </u>
13	State of Good Repair Grants	<u> </u>
14	Infrastructure Finance Programs	<u> </u>
15	Alcohol and Controlled Substances Testing	<u> X </u>
16	Rail Safety Training and Oversight	<u> </u>
17	Demand Responsive Service	<u> X </u>
18	Interest and Financing Costs	<u> </u>
19	Cybersecurity Certification for Rail Rolling Stock and Operations	<u> </u>
20	Tribal Transit Programs	<u> </u>
21	Emergency Relief Program	<u> </u>

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: County of Kane

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant’s behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT’S ATTORNEY

For (Name of Applicant): County of Kane

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant’s Attorney pertaining to the Applicant’s legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney’s signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.326 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (a) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d). This certification is required by 49 U.S.C. § 5329(d)(1) and 49 CFR § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the State has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. E, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:

- (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
- (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
- (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will

receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant’s transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula

Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (b) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;

- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

**CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS
FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT
PROGRAMS).**

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
 - (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),

- (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
- (4) Category 09 (Formula Grants for Rural Areas),
- (5) Category 15 (Alcohol and Controlled Substances Testing), and
- (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

EXHIBIT D

INSTRUCTIONS FOR ANNUAL CERTIFICATION TO COMPLY WITH CODE OF FEDERAL REGULATIONS (CFR) – TITLE 2, PART 200

Project Name: RIK Phase 19 & 20 Mobility Management

Does this Project receive federal funds? Yes No

Amount of federal funds: \$160,000

Federal Project Number: IL-2022-025

CFDA Number*, Federal Agency, Program Title: 20.513

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

The Regional Transportation Authority (RTA) is required by federal law to obtain and review the single audit of all Grantees that had any federally participating funds pass through it, irrespective of the amount provided by the RTA. It is the responsibility of the Grantee expending federal funds to comply with the requirements of CFR, Title 2, Part 200 and determine whether they are required to have a single audit performed. Therefore, in accordance with CFR, Title 2-Subtitle A, Chapter II, Part 200, Subpart F, *Audit Requirements*, you are required to have a single audit performed if \$750,000 or more in federal awards from all sources including other agencies were expended in the fiscal year. To comply with this provision, the following must be submitted:

- The Grantee must submit to the RTA the attached Certification Form annually within one month of the close of the fiscal year.
- If applicable, a copy of the report of the single audit must be submitted no more than nine months after the end of the Grantee's fiscal year.

If your agency receives multiple awards from the RTA, only one annual submittal of this information is required.

The single audit must be comprised of four parts. The Grantee has the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with CFR, Title 2, Part 200.

Additional information which should be submitted to RTA, if applicable:

1. Corrective Action Plan(s)
2. Management Letter
3. Status of Prior Year Findings

**CODE OF FEDERAL REGULATIONS (CFR) – TITLE 2, PART 200
AUDIT REQUIREMENTS CERTIFICATION FORM**

Grantee's Legal Name: County of Kane

Grantee's Address: _____

Grantee's Fiscal Year*: _____
(month) (day) (year) (month) (day) (year)

*A **fiscal year** (or financial year, or sometimes budget year) is a period used for calculating annual ("yearly") financial statements in businesses and other organizations. The fiscal year is **not** your TSA contract period. Please indicate above the fiscal year this certification covers.

Project Name(s): RIK Phase 19 & 20 Mobility Management

Please (1) check the appropriate box, (2) sign below, and (3) return this certification to the address below.

I certify our agency did not expend \$750,000 or more in federal awards during the fiscal year entered above and was not required to have a single audit conducted.

Our agency will submit the audit no more than nine months after the end of the fiscal year.

Grantee's Signature: _____ Date: _____

Print Name and Title: _____

Phone: (____) _____ E-Mail: _____

Please return to: Regional Transportation Authority
Lalaine Alvarez, Director, Audit
alvarezl@rtachicago.org



Regional
Transportation
Authority

Section 5310

Program Management Plan

March 2021

175 W. Jackson Blvd., Suite 1650
Chicago, IL 60604

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INTRODUCTION

Overview of the Regional Transportation Authority

The Illinois State Legislature created the RTA in 1974 to provide public transportation in the six counties of Cook, DuPage, Kane, Lake, McHenry, and Will Counties. The RTA, governed by a 16-member Board, is responsible for fiscal planning and policy oversight of public transportation in the six county RTA region. The actual operation of transit services is the responsibility of the RTA's service boards: the Chicago Transit Authority (CTA), the Commuter Rail Division (Metra), and the Suburban Bus Division (Pace).

Overview of the Section 5310 Program

The Enhanced Mobility of Seniors and Individuals with Disabilities Program (Section 5310) is a federal program administered by the Federal Transit Administration (FTA). The goal of the program is to improve mobility for seniors and individuals with disabilities throughout the country by removing barriers to transportation service and expanding transportation mobility options. The program supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities. Toward this goal, FTA provides financial assistance for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities in all areas—large urbanized, small urbanized, and rural.

The Governor of Illinois designated the RTA to receive and dispense FTA Section 5310 funds. The RTA as the designated recipient is responsible for overseeing and administering a portion of the Section 5310 program in Northeastern Illinois that includes the six-county RTA region, comprising Cook, DuPage, Kane, Lake, McHenry and Will counties, plus the urbanized portions of Kendall County, Sandwich Township (DeKalb County), Somonauk Township (DeKalb County), and Aux Sable Township (Grundey County). The Illinois Department of Transportation (IDOT) is co-designated recipient of Section 5310 funding, and administers the vehicle purchasing through its Combined Vehicle Purchase Program.

Overview of the Program Management Plan

This Program Management Plan (PMP) describes the Regional Transportation Authority's (RTA) policies and procedures for administering the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program. The RTA developed the PMP in accordance with current Federal Transit Laws and regulations as well as Circular 9070.1G. The PMP facilitates RTA's management and administration of the Section 5310 program in accordance with federal requirements. It also serves as a Section 5310 program guide to the general public and prospective applicants and will assist the FTA in its oversight responsibilities by documenting RTA's procedures and policies for administering these programs. As the designated recipient, the RTA is required to have an approved PMP on file with the FTA Region V office and to update it regularly to incorporate any changes in program management or new requirements. The PMP will be incorporated by reference and made a part of every Technical Services Agreement (TSA) between the RTA and any subrecipient of Section 5310 funds.



The RTA continues to monitor the Job Access/Reverse Commute (JARC) program¹, an activity that will continue through close-out of the active grants and will continue to be administered as delineated in the RTA's JARC/NF Program Management Plan.

PROGRAM GOALS & OBJECTIVES

The following goals were developed in coordination with the Human Services Transportation Plan (HSTP) Project Advisory Committee, a group of regional stakeholders who serve as an advisory committee to the RTA:

- Improve mobility for seniors and individuals with disabilities throughout Northeastern Illinois by removing barriers to transportation services and expanding the transportation mobility options available. Toward this goal, RTA will provide financial and technical assistance to prospective awardees and recipients of Section 5310 funding for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities.
- Meet the federal requirements associated with receiving FTA funding Section 5310.
- Develop projects that encourage local coordination efforts.
- Facilitate the flow and appropriate level of Section 5310 program funding to the region by ensuring that the HSTP fully complies with the federal regulations and with the spirit and intent of the Section 5310 Program.
- Establish a framework by which proposed projects requesting Section 5310 program funding can be solicited and selected through a fair and equitable process.
- Ensure that all components of the Plan/Programs have benefited from a comprehensive public involvement effort that has effectively reached out to public, private, and non-profit transportation providers, human services providers and other stakeholders representing persons with disabilities, seniors, and the general public.
- Encourage not only coordination among services supported by the Section 5310 Program, but also coordination among the broad array of community transportation services in the seven-county region.

¹ The federally funded Job Access Reverse Commute (JARC) program provided operating and capital assistance for transportation services that met the needs of low-income individuals and of reverse commuters. The New Freedom program provided public transportation alternatives beyond those required by the Americans with Disabilities Act. The RTA administered these two programs until 2013, when the JARC program was ended and the New Freedom program was rolled into the Section 5310 program.

ROLES & RESPONSIBILITIES

Federal Transit Administration (FTA)

The FTA, through its Region V Office in Chicago, has federal oversight responsibilities over local public and specialized transportation assistance programs. Regional responsibilities include reviewing and approving grant applications, program management plans, and grant management activities.

HSTP Project Advisory Committee (PAC)

This committee of regional stakeholders helped update the Human Services Transportation Plan (HSTP). The members include representatives from the RTA Service Boards, IDOT, CMAP, the seven Northeastern Illinois counties, human services agencies that reflect populations of seniors, individuals with disabilities and low-income individuals and private non-profit and private for profit agencies. The HSTP PAC will continue to serve as an advisory body to the RTA, focusing on the ongoing implementation of the Section 5310 program.

Project Selection Team (PST)

The project selection team (PST) is made up of seven representatives: two representatives from the Illinois Department of Transportation (IDOT), two from the RTA and two from the Chicago Metropolitan Agency for Planning (CMAP) and one from Easterseals. The PST members review each of the applications and score based on the criteria (identified later in this document) and recommend a Program of Projects that is released for public comment.

Regional Transportation Authority (RTA)

The RTA as a designated recipient is responsible for overseeing and administering the Section 5310 Programs in Northeastern Illinois including the development a biennial Program of Projects (POP)². In this capacity, the RTA also solicits applications, reviews and selects applications for funding, approves the POP, and submits the POP with the award applications to FTA. In addition, the RTA distributes award funds, conducts program planning, certifies the eligibility of applicants and project activities, monitors project activity for compliance with federal requirements, monitors usage of program assets by awardee, and oversees project

² The Program of Projects (POP) consists of projects (and the associated budgets) selected by the project selection team from the pool of applications submitted during the call for projects.

audit and close-out. The RTA also provides ongoing technical assistance to subrecipients and prospective subrecipients.

RTA was responsible for leading the development of the HSTP and will be responsible for certifying that projects receiving Section 5310 funding were included in the HSTP. The RTA also staffs the HSTP Project Advisory Committee (PAC) and the Project Selection Team. The Project Selection Team is responsible for conducting the technical evaluation of project submittals in accordance with the HSTP.

Illinois Department of Transportation (IDOT)

IDOT is a co-designated recipient of Section 5310 funds. The co-designation status was approved by the Chicago Metropolitan Agency for Planning (CMAP), the Metropolitan Planning Organization (MPO) for Northeastern Illinois. Under this arrangement, IDOT will be responsible for project selection and the award of Section 5310 funded paratransit vehicles and RTA will be responsible for all other Section 5310 projects.

IDOT will solicit applications for the Combined Vehicle Program (CVP), review the applications and select awardees. This funding will be for the purchase of lift and ramp-equipped paratransit vehicles for eligible program recipients. IDOT also remains the agency responsible for the management of that program. IDOT is a member of the HSTP PAC and a member of the Project Selection Team.

Chicago Metropolitan Agency for Planning (CMAP)

The Chicago Metropolitan Agency for Planning (CMAP) is the regional planning agency for northeastern Illinois and staffs the MPO Policy Committee, which is designated as the region's Metropolitan Planning Organization (MPO). CMAP has an established committee structure to help carry out the functions of the agency. Two of these committees, Human and Community Development and Transportation, also have specific roles with regard to the 5310 Program within the framework of their respective missions. The Human and Community Development Committee is made up of human service providers and advocates for older adults, persons with disabilities, and individuals with lower incomes. The committee is charged with providing advisory input to the CMAP board on proposed regional plans, projects, and policies from a human services based perspective. The RTA consults with this committee on the 5310 Program. The Human and Community Development Committee provided feedback on the updated HSTP. The CMAP Transportation Committee is charged with promoting a regional transportation system that is safe, efficient, and accessible while sustaining the region's vision related to the natural environment, economic and community development, social equity, and public health. The Transportation Committee includes public and private transportation providers, IDOT, representatives of municipalities and the counties of Northeastern Illinois. The Transportation Committee is also responsible for recommending projects for inclusion in the region's long-



range plan and the region’s Transportation Improvement Program. The updated HSTP was presented to the CMAP Transportation Committee as well as the CMAP MPO Policy Committee for endorsement.

Once a recommended POP is developed, it is submitted to the CMAP Human and Community Development Committee and CMAP Transportation Committee during the public comment period for information purposes. Two CMAP staff members also serve on the Project Selection Team. In addition, RTA has adopted the public participation requirements of the MPO in accordance with the FTA C 9030.1E Chapter V, Section 6d.

COORDINATION

The Coordinated Public Transit – Human Services Transportation Plan

The Coordinated Public Transit-Human Service Transportation Plan (HSTP) was first developed in 2007 and updated in 2013 to reflect the creation of the Section 5310 program as part of new transportation legislation at the time, Moving Ahead for Progress in the 21st Century (MAP-21) and most recently updated in 2021. The updated HSTP is included in this document as Exhibit A.

The creation of the HSTP and subsequent updates to the document was a collaborative planning effort led by the RTA to identify and recommend regional and local strategies that encourage the most effective use of available community transportation services to enhance mobility for the region’s older adults, persons with disabilities and persons with low incomes. The scope of the project covered the seven counties of Cook, DuPage, Lake, Kane, McHenry, and Will, as well as urbanized portions of Kendall County, Aux Sable Township in Grundy County and Sandwich and Somonauk Townships in DeKalb County. Recommendations were derived from extensive outreach to stakeholders, riders and rider representatives.

Any projects to be funded with Section 5310 funding must be derived or included in a locally developed human services coordinated plan, such as the HSTP.

ELIGIBLE SUBRECIPIENTS

Entities considered eligible under federal guidelines for the Section 5310 Programs are eligible for funding in Northeastern Illinois. Generally, private non-profit organizations, or state or local government authorities that: (1) is approved by a state to coordinate services for seniors and individuals with disabilities; or (2) certifies that there are no non-profit organizations readily available in the area to provide the service. Governmental authorities eligible to apply for Section 5310 funds as “coordinators of services for seniors and individuals with disabilities” are those designated by the state to coordinate human service activities in a particular area. Examples of



such eligible governmental authorities are a county agency on aging or a public transit provider which the state has identified as the lead agency to coordinate transportation services funded by multiple federal or state human service programs.

Private taxi companies that provide shared-ride taxi service to the general public on a regular basis are operators of public transportation, and therefore eligible subrecipients. “Shared-ride” means two or more passengers in the same vehicle who are otherwise not traveling together. Similar to general public and ADA demand response service, every trip does not have to be shared-ride in order for a taxi company to be considered a shared-ride operator, but the general nature of the service must include shared rides.

The RTA encourages prospective applicants, which may not have the resources to assume the responsibilities of a subrecipient, to consider partnering with an RTA Service Board when the proposed project is within the RTA six-county area. A successful partnering approach eases the administrative burden on the smaller or inexperienced agency, while allowing the public transit operator and partnering agency to pool their expertise to develop a successful project.

The RTA is also responsible for entering into supplemental agreements, as necessary, with the RTA Service Boards: Chicago Transit Authority, Metra, and Pace, which, as Section 5307 direct recipients are eligible to be direct recipients for Section 5310 projects.

LOCAL SHARE & LOCAL FUNDING REQUIREMENTS

The use of non-cash or soft match for Section 5310 projects is more restrictive than federal guidelines. RTA is allowing non-cash or soft match only for volunteer transportation program activities, physical improvements, computer hardware, and computer software.

Restricting the use of non-cash match to certain activities is designed to be consistent with and supportive of developing sustainable projects, a policy that has been strongly supported by the PAC. Obtaining the local cash match for a project in its initial stages, combined with other forms of local support, is a strong indicator of the potential sustainability of the project and thereby is encouraged by this policy.

Federal guidelines allow for non-cash match provided either through donations, volunteer services and in-kind contributions or through the use of transportation development credits³. The RTA has elected to permit only the use of cash match.

³ Under this provision, a state is permitted to use certain toll revenue capital expenditures as a credit toward the non-federal matching share of eligible Transit projects.

If a project is providing service through a contract operator and the project meets the definition of a “traditional” capital project⁴, that awardee will still provide the equivalent of a 50% match for the contracted operations. The RTA retains discretion to allow for a 20% match (where allowable) in instances of financial need or hardship. This decision was reached to maintain equity among projects that are providing operations and to discourage additional reliance on federal assistance. One issue that was cited in the HSTP is the difficulty of achieving financial sustainability for these services. It was felt that increasing the federal share for projects is counterproductive to developing sustainable projects.

Local match funding must be drawn down at the same rate as awarded Section 5310 funds. This is to prevent delayed FTA drawdowns and potential loss of FTA funding due to inactivity. IDOT will be responsible for the awarding and purchase of Section 5310 vehicles, as noted previously. RTA will not be accepting applications for vehicles.

PROJECT SELECTION CRITERIA & METHOD OF DISTRIBUTING FUNDS

Overview of Project Selection and Funding Allocation Process

In determining a fair and equitable process for project selection, the PAC took into consideration the needs of projects that are still in operation and the need to allow for the implementation of new projects.

The following describes the process for funding allocation in the region:

- Funds will be allocated to IDOT, the designated recipient that will be responsible for selecting and awarding paratransit vehicle grants, based on the recent annual average of Section 5310 paratransit vehicle awards to Northeastern Illinois recipients.
- The balance of the estimated apportionments each year will be available to RTA. RTA will use this amount to defray RTA administration costs (if needed) and award eligible Section 5310 projects to Northeastern Illinois recipients.

⁴ Section 5310(b) provides that of the amounts apportioned to states and designated recipients, not less than 55 percent shall be available for traditional Section 5310 projects—those public transportation capital projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, unavailable, or inappropriate. Further, the law provides that a recipient may allocate the funds apportioned to it to: a. A private nonprofit organization; or b. A state or local governmental authority that: is approved by a state to coordinate services for seniors and individuals with disabilities; or (2) certifies that there are no nonprofit organizations readily available in the area to provide the service.

- A competitive call for projects is released on a biennial basis, which allows for awarding two years of funding to potential operating projects. Applications received will be screened for eligibility by RTA staff and the Project Selection Team
- The Project Selection Team utilizes criteria approved by the PAC. In the event RTA submits an application, the RTA will recuse itself from scoring its own application(s) to ensure a fair and transparent project selection process.
- Separately, IDOT will solicit and evaluate paratransit vehicle grant applications in fulfillment of their role as designated recipient for that portion of the program.
- The Project Selection Team may recommend project approval at an amount and scope less than originally requested for any Section 5310 project submitted for consideration. In that instance, consultation will take place with the project applicant. The Selection criteria is summarized in the next section; detailed application and selection criteria are included in Exhibit B.

CRRSAA Apportionment Allocation

On December 27, 2020, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) was signed into law. CRRSAA included supplemental appropriations for COVID-19 relief for the transit industry, specifically including Section 5310. The RTA will award the full Section 5310 appropriation to Pace Suburban Bus to support their ongoing Regional Call Center operations, which support many ongoing Section 5310 operating projects. Any additional recovery funds appropriated in 2021 will be included in the RTA’s biennial Call for Projects.

Project Selection Criteria

Projects are first screened to determine whether they meet the following eligibility criteria:

- The proposed project addresses eligibility criteria laid out in the Section 5310 circular (FTA C 9070.1G, page III-9)
- The proposed project application identifies and addresses an unmet need identified in the HSTP
- A local match will be supplied

Eligible projects are then awarded points based on the following categories:

- Consistency with and support for the HSTP, *Invest in Transit: The 2018-2023 Regional Transit Strategic Plan for Chicago and Northeastern Illinois* and CMAP’s *ON TO 2050* plan.
- Project utilizes or coordinates with existing public transportation providers and private human service agencies



- Project demonstrates coordination between one or more partnering agency and improves access for target population
- Project provides for a mobility management function
- Project markets to the target population and promotes public awareness
- Project coordinates with existing public transportation providers and private human service agencies
- Applicant demonstrates ability to implement proposed project and manage federally-funded grants
- Applicant provides plan for assessing the proposed project’s performance through the course of the project, including tracking yearly data

Prospective Applicant Outreach Process

Consistent with establishing and maintaining an open and transparent process, the RTA’s policy is to disseminate information and provide technical assistance to the maximum extent possible. Prospective applicants and the public are provided information on goals, eligible projects and activities, eligible applicants, selection criteria, description of the project selection process and Project Selection Team, available funding, local match guidelines, and the performance-monitoring program. This information is made available and disseminated through a variety of means:

- The RTA releases notice of the Call for Projects through various databases maintained by the RTA and CMAP, notifying over 3,000 individuals and organizations
- The Call for Projects timeline and all application materials are available on the RTA Website
- Program staff will meet with prospective applicants and interested parties in advance of or during the call for projects to answer questions prospective applicants may have
- The selection process utilizes evaluation criteria developed in consultation with the PAC.
- All applications received and the final approved POP are published on the program website rtachicago.com/section5310.
- The RTA will invite each unsuccessful applicant to a separate debriefing session designed to assist the applicant in understanding why a particular project was not chosen and to help RTA gain insights on how the process may be improved for future calls for projects

- Applicants are provided with RTA staff contact information so they may receive technical assistance with the application or to obtain information on the program.
- Application materials include program information, funding availability and the criteria for screening and/or evaluation of the applications.

ANNUAL PROGRAM OF PROJECTS DEVELOPMENT & APPROVAL PROCESS

Program of Projects Development

A competitive call for projects is held biennially (every other year) to solicit new capital and operating projects and continuation projects. Upon the initiation of a call for projects all pertinent materials regarding the selection of projects will be published on the rtachicago.com/Section5310 web site. The call is typically released in the spring with the program of projects selected by the Project Selection Committee (PSC) based on the published eligibility and selection criteria. The recommended program of projects is then presented to the RTA Board for approval in the fall, following a public comment period.

Approval Process Overview

Once the recommended POP is developed by the Project Selection Team, it is released for a public comment period. During this public comment period, the recommended POP is presented to CMAP's Transportation Committee and the HSTP PAC for comment. Upon the conclusion of the public comment period, the RTA Board considers approval of the recommended POP. Once approved by the RTA Board, the projects will be submitted to the Transportation Improvement Program (TIP)⁵ and the application will be submitted to FTA for approval.

ADMINISTRATION, PLANNING & TECHNICAL ASSISTANCE

Based upon federal transportation legislation and FTA guidelines, designated recipients of Section 5310 funding may utilize up to 10% of each annual apportionment to support program

⁵ The Transportation Improvement Program (TIP) is metropolitan Chicago's agenda of surface transportation projects. The TIP lists all federally funded projects and regionally significant, non-federally funded projects programmed for implementation in the next five years.

administrative costs including administration, planning, and technical assistance (these funds are referred to as “program administration funds”). This activity may be funded entirely by federal funds and does not require local match. In accordance with these guidelines, the RTA will allow up to 10% of the total fiscal year apportionment allocated to RTA to defray administration, planning and technical assistance expenses. RTA will primarily use these funds for the administration of the Section 5310 program and to provide technical assistance to current and prospective recipients. Subrecipients will also be allowed to have up to 10% of the federal portion of their budget assigned to defraying Section 5310 project administrative expenses.

TRANSFER OF FUNDS

Pursuant to C9070.1G, Chapter III, Section 5310 Funds cannot be transferred to other programs. Additionally, funds apportioned for large UZAs cannot be transferred to other areas.

PRIVATE SECTOR PARTICIPATION

Federal law requires the public to be involved in the transportation planning process, and specifically requires that private providers be provided an opportunity to be consulted in developing transportation plans and programs in both urbanized and rural areas. Public involvement processes must be proactive and provide complete information, timely public notice, full public access to key decisions, and opportunities for early and continuing involvement throughout the transportation planning and programming process. To this end, the HSTP PAC includes private for profit and non-profit representation. As noted previously, the CMAP Human and Community Development and Transportation Committees also have representatives of both private for profit and private non-profit sector represented, providing these agencies an opportunity to participate in the development of the HSTP and the Section 5310 POP.

CIVIL RIGHTS

The RTA agrees to comply with all applicable civil rights statutes and implementing regulations notated in the Section 5310 Circular (9070.1G). The RTA filed its most recent Title VI Program with the FTA on October 27, 2017. The program is currently under review by the FTA. In addition, the RTA specifically requires in all third party contracts and grant agreements that the contractor/recipient comply with all requirements of Title VI. Subrecipients are required to maintain and submit to the RTA a Title VI plan that complies with federal requirements.



The RTA last submitted an update to its DBE program to the FTA in July 2014, and submitted its DBE Triennial goal in August 2017. The RTA will submit an updated Triennial goal in 2019. As required by 49 C.F.R. Part 26 and approved by U.S. DOT, the RTA's DBE Program is incorporated into and made part of its third party contracts and agreements. The RTA specifically states in its third party contracts/grant agreements that breach of the RTA DBE Program and/or failure by the contractor/recipient to honor all commitments made to DBEs at the time of award will be considered a breach of contract. In addition, the RTA monitors invoices received to ascertain, among other things, that the contractor/recipient is providing the agreed upon work to any DBE subcontractors/subrecipients and that such DBE companies are being paid in a timely fashion.

Any awardee under FTA programs is required to comply with all applicable Federal civil rights statutes and with the implementing regulations for the statutes. FTA implements the Civil Rights Act of 1964 by prohibiting discrimination under projects, programs or activities receiving financial assistance because of race, color, creed, national origin, sex or age. The laws include: Title VI of the Civil Rights Act of 1964, Equal Employment Opportunity, Disadvantaged Business Enterprise and Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA).

The requirements for Civil Rights compliance are extended to subrecipients. Subrecipient assurances under Title VI and the other civil rights requirements are included in the application for assistance, in the required Annual Certifications and Assurances and in the contract with RTA. Subrecipient awardees are also required to identify any lawsuits or complaints alleging discrimination in service filed with the awardee. Civil rights monitoring will concentrate on how the awardee is providing service. Title VI also assures that funds are passed through to subrecipients and their project without regard to race, color, or national origin.

Subrecipient awardees requesting or receiving capital or operating assistance in excess of \$1 million in Federal funds in the previous Federal fiscal year or requests or received planning assistance in excess of \$250,000 in the previous Federal fiscal year or employing 100 or more transit-related employees are required to develop and submit an EEO program to the RTA. If the subrecipient meets the foregoing criteria and is also a direct recipient of FTA funds, the subrecipient should continue to submit its EEO program to the FTA. Subrecipients that meet the same monetary threshold but employ 50 or more transit-related employees must prepare and maintain an abbreviated EEO program. EEO programs are developed to ensure that FTA applicants, recipients, subrecipients, contactors, and/or subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. Actions covered include but are not limited to hiring, promotion or upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, disciplinary actions, rates of pay or other forms of compensation, and selection for training, including apprenticeship. EEO signs need to be posted in conspicuous places, such as an employee break room, and made available to employees and applicants. Subrecipient awardees



receiving less than the above amount and employing fewer people need only to post information in their offices.

Awardees receiving more than \$250,000 in Federal funds, exclusive of rolling stock, must have DBE plans on file with the RTA. Periodic reports on plan compliance are required. Awardees receiving less than the threshold level must still make good faith efforts to utilize DBE's and must submit periodic reports on these efforts. Subrecipients with an FTA approved DBE program shall be responsible for including all data relative to expenditures of FTA funds, no matter the intermediate source, in required DBE-related FTA submissions, including those funds utilized as a sub-recipient of an FTA grant to the RTA. This provision applies to subawardees at any tier. The RTA shall receive copies of all such reports.

SECTION 504 & ADA REPORTING

The RTA agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which state the federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts will be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The RTA also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794 which prohibits discrimination on the basis of disability and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, and any subsequent amendments to these laws. Finally, the RTA agrees to comply with applicable laws in implementing federal regulations and directives and any subsequent amendments thereto.

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of handicap by recipients of Federal financial assistance. Recipients of FTA funds are required to make special efforts to provide transportation that is accessible to individuals with disabilities. The RTA will monitor its sub-recipients' compliance with Section 504 and ADA reporting requirements using the same procedure utilized for Civil Rights compliance, as detailed in the previous section.

PROGRAM PERFORMANCE MEASURES

FTA has established performance measures for Section 5310. Designated recipients are responsible for collecting the information from the subrecipients and reporting data to FTA regarding these performance measures. The reporting and data collection measures for the



Section 5310 Program will be prescribed in the grant agreements with subrecipients. Further, Subrecipients are also required to provide a plan for assessing the project's success through defined measures as part of their program application. The Circular 9070.1G presents the program measures in Chapter II, at page II-2 and in Chapter VI, at page VI-17.

Designated Recipients and States will submit both quantitative and qualitative information available on each of the following measures, as applicable to each subrecipient:

(1) Gaps in Service Filled: Provision of transportation options that would not otherwise be available for seniors and individuals with disabilities measures in numbers of seniors and individuals with disabilities afforded mobility they would not have without program support.

(2) Ridership: Actual or estimated number of rides (as measured by one-way trips) provided annually for seniors or individuals with disabilities on Section 5310 supported vehicles and services.

(3) Physical Improvements: Additions or changes to environmental infrastructure (e.g. transportation facilities, sidewalks, etc.), technology, and vehicles that impact availability of transportation services as a result of project implemented in the current reporting year. The RTA includes additional performance measures above and beyond those required by the FTA and unique to each recommendation from the HSTP. Details can be found in the project application, which is an exhibit to the HSTP.

PROGRAM MANAGEMENT

Subrecipient Awardee Requirements

This section applies to all RTA subrecipient awardees that contract with outside sources under the 5310 Program. If a subrecipient awardee accepts operating assistance, these requirements apply to all third party purchase orders and contracts, including contracts for operations. The subrecipient awardee is the entire legal entity even if only a particular component of the entity is designated in the grant agreement and other documents. For the purposes of this Third Party Contracting guidance, "awardee" also includes any subcontractor of the awardee. Furthermore, the subrecipient awardee is responsible for assuring that its subcontractors comply with the requirements and standards of this manual, and that subcontractors are aware of requirements imposed upon them.

When procuring property and services a subrecipient awardee will follow the same procurement policies and procedures that it uses for procurements using non-RTA awarded funds providing those procedures do not contradict or lower the minimum contracting

requirements of this section. Subrecipient awardees must, as a minimum, comply with the requirements of this section and ensure that every purchase order and contract executed by it or a subcontractor using RTA provided funds includes all clauses required by federal statutes and executive orders and their implementing regulations.

Operators and Providers as Subcontractors

Subcontractors of awardees acting as either an operator or provider, which are institutions, hospitals or other nonprofit organizations, will administer contracts in accordance with these Third Party Contracting guidelines.

Procurement

To ensure compliance with federal procurement requirements, RTA makes guidance and technical assistance accessible to its awardees consistent with oversight responsibilities delegated to RTA by agreements with FTA. Each recipient, including subrecipients, of FTA seeking Federal assistance to acquire property or services in support of its proposed project is requested to certify to FTA, in accordance with FTA Circular 4220.1 and 2 CFR 200, that its procurements and procurement system will comply with all applicable third-party procurement provisions of Federal laws, regulations, and directives, except to the extent FTA has expressly approved otherwise in writing. Certification of compliance will be made a part of each subrecipient's application and contract with RTA.

The RTA is required to perform reviews of subrecipients in carrying out grant programs with specific reference to their compliance with statutory and administrative requirements. Accordingly, RTA will review subrecipient procurement policies when a subrecipient plans to pursue a procurement subject to its grant agreement with the RTA. This review will only take place at this time. The review shall establish whether the subrecipient's procurement procedures conform to federal regulations, if not, RTA will require the subrecipient to follow procedures as approved by RTA in accordance with federal regulations.

The RTA's Technical Services Agreement, or "grant agreement," lists all RTA and other state and federal requirements applicable to RTA's awardees. The grant agreement will incorporate this document by reference. Many of these requirements are related to awardee procurements. Awardees are advised to consult the grant agreement for additional guidance and requirements.

Liquidated Damages Provisions

An awardee may use liquidated damages if it may reasonably expect to suffer damages (increased costs on project) from late completion and the extent or amount of such damages can be reasonably determined. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time, and the rate must be specified in the third party

contract. Any liquidated damages recovered shall be credited to the project account involved unless RTA permits otherwise.

Contract Award Announcement

If an awardee announces contract awards with respect to any procurement for goods and services (including construction services) having an aggregate value of \$3,000 or more, the awardee shall:

- Specify the amount of RTA provided funds that will be used to finance the acquisition in any announcement of the contract award for such goods or services; and
- Express the said amount as a percentage of the total costs of the planned acquisition.

Contract Provisions

All contracts shall include provisions to define a sound and complete agreement. In addition, contracts and subcontracts shall contain contractual provisions or conditions that allow for:

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
- Termination for cause and for convenience by the awardee or subcontractor including the manner by which it will be effected and the basis for settlement.

Cost Principles and Cost Allocation

This section provides principles for determining costs applicable to service provision performed by operators or providers under third party contracts with an RTA funded awardee; and where applicable, under such grants when the awardee is a multi-purpose organization which provides funded transportation services directly.

These principles make no attempt to identify the circumstances or dictate the extent of agency and subcontractor participation in the financing of a particular project. The principles are designed to provide recognition of the full allocated costs of such an operating assistance project work under generally accepted accounting principles.

No provision for profit or other increment above cost is intended for government and non-profit subrecipients. In addition, wherever the term subcontractor is used in this section, it shall have the same meaning as provider, operator, and third party contractor.

Policy

The successful application of these principles requires development of mutual understanding between RTA, awardees and their third party contractors as to their scope, implementation, and interpretation. It is recognized that:



- The arrangements for participation in the financing of an operating assistance project are properly subject to negotiation between the subcontractor and the awardee in accordance with whichever state, federal, and local laws and regulations as may be applicable.
- Each awardee, possessing its own unique combination of staff, facilities, and experience, should be encouraged to provide services in a manner consistent with its approved service plan and objectives.
- Each awardee, in the fulfillment of its obligations, should employ sound management practices.
- The application of the principles established herein should require no significant changes in the generally accepted accounting practices of awardees. Where wide variations exist in the treatment of a given cost item, the reasonableness of such treatments will be fully considered during the rate negotiations and audit.

Application of Cost Principles in Grants Management

RTA will apply these principles and related policy guides in determining the costs incurred for such work under operating assistance projects funded in any part under an RTA grant agreement. These principles should also be used as a guide in the pricing of fixed-price contracts or lump sum agreements with subcontractors.

Allowability of Costs

These are the tests of allowability of costs under these principles:

- Be necessary and reasonable for proper and efficient performance and administration of Federal awards.
- Be allocable to Federal awards under the provisions of this Circular.
- Be authorized or not prohibited under State or local laws or regulations.
- Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
- Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.
- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.

- Be determined in accordance with generally accepted accounting principles.
- Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.
- Be the net of all applicable credits.
- Be adequately documented.

Direct Costs

Direct costs are those costs which can be identified specifically with a particular project objective or activity which can be directly assigned to the project, relatively easily and with a high degree of accuracy.

Indirect Costs

Indirect costs are those that have been incurred for common or joint objectives and therefore cannot be identified specifically (in whole or in part) with a particular program. Such costs are normally classified under the following functional categories:

- General administration and general expenses;
- Operating assistance and project administration expenses;
- Fixed facility operation and maintenance expenses; and
- Departmental administration expenses.

Awards under the program awarded prior to December 26, 2014, are subject to administrative requirements and cost principles found in 2 CFR Part 225. Awards made on or after December 26, 2014 shall follow guidance in 2 CFR Part 200 which supersedes and streamlines the former OMB Circulars on Uniform Administrative Guidance, A-87.

For additional details regarding cost allocation principles, awardees should refer to either Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (formerly OMB Circular A-87), as amended or 2 CFR Part 230 (formerly OMB Circular A-122), "Cost Principles for Nonprofit Organizations," as amended.

Designated Recipient Program Management

The RTA developed a monitoring program and compliance review process to assure compliance with Federal and state requirements and to assist subrecipients with their efforts to improve project management and administration.



In general, receipt of any Federal award carries with it contractual requirements for reporting on the project's progress and for monitoring the use of award monies. Awards made by the Federal Transit Administration (FTA) are additionally monitored through performance reviews, either yearly or triennially, program management plan oversight, and site visits. In many instances, under the 5310 Program, the RTA is directly responsible for monitoring a sub-recipient/awardee's ability to manage, control, and administer Federal funds.

The Review Process for Subrecipients

Prior to the initiation of a grant agreement with a new subrecipient, an orientation meeting is held to review all federal program requirements so that the subrecipient has a clear expectation of what it must do to maintain compliance with federal requirements. Once a subrecipient has an executed grant agreement with the RTA, periodic reviews are undertaken. A full review is required every three years. Its major components are a desk review of files stored at the RTA's office and an onsite visit of the awardee's offices and operating facilities. The reviews are customized in accordance with the subrecipient's project activities. For instance, a procurement review will only be undertaken if the subrecipient has a procurement activity or is expected to have a procurement project activity.

The overall compliance review consists of meetings and physically reviewing files, notices, facilities and equipment. The review splits some of the areas for compliance review between the desk review and the site visit depending upon where documentation is maintained or stored and if it is necessary to retain an item at a specific site or that it be posted at a site.

The need for site visits at other times also varies with the type of project involved. While they may coincide with a triennial review, these visits differ from those required every three years. They are generally made to review that the Federal and RTA interest is being maintained and in transit usage. For operating projects, the site visit might be conducted once over the term of the specific Federal grant or the subrecipient agreement. For capital projects, the site would be visited once every two years for the entire term that RTA maintains an interest in the project.

Some compliance items are combined for review because of the interrelated nature of the source documents for an item or their location. A good example of this would be the on-site review of vehicle and equipment maintenance with ADA compliance and continuing control of grant funded property.

Steps in the Review Process:

- Contact with awardee by email or letter to schedule the review
- Desk Review
- Site Visit
- Compliance Report



For general site visits, the RTA has determined that the frequency will vary depending on the type of project involved. Every awardee will be visited before their project is initially implemented. For operating projects, the site will be visited one or more additional times during the term of the grant. For capital projects, the site will be visited once every two years for the entire term that RTA maintains an interest in the project. At final grant close-out RTA staff will visit the project site.

Desk Review

The desk review is performed in the RTA offices and reviews information required to be in the final grant application and ongoing reporting requirements, such as quarterly progress reports, yearly reports or requisitions.

Site Visit

RTA staff will visit all Section 5310 subrecipients. The administrative purpose of the actual site visit is to:

- Conduct a face to face review meeting with the awardee
- Review the compliance areas that pertain to a specific awardee
- Verify compliance with the regulations associated with the receipt of Federal funds
- Review financial records
- Review project records
- Review written policies
- Review preventative maintenance records and inspect vehicles, equipment and facilities

It also gives RTA and awardee staff members the opportunity to discuss technical issues.

The general structure for the on-site review day includes:

- Entrance conference
- Visit facilities
- Inspect vehicles
- On-site records review
- Exit interview and meeting.

Visiting the facility allows the reviewer to verify that the facility or the part of the facility supporting transit service is in transit usage. Additionally, it allows a general observation on the facility's condition and whether required signs are properly posted. At some awardee properties it will be necessary to ride a route to review the service and ADA compliance. In the event that an on-site review is not possible, the subrecipient may arrange to review these items virtually via video webinar. A "ride behind" can replace a "ride along" on one of the vehicles to review the vehicle service and ADA compliance. This allows the reviewer to visually inspect without boarding the vehicle.



The awardee can prepare for the on-site review by reviewing a check list that RTA will provide citing the areas being reviewed and the documents that will need to be made available. A finding of non-compliance in an area means that the awardee will need to focus on accumulating or preparing information to reach compliance. RTA staff will be available to provide assistance with reaching compliance. It is very important that appropriate staff members be available for the entire site visit. Appropriate staff members would include the general manager or executive director, the finance manager and the maintenance manager.

Compliance Review Report

Upon the conclusion of the review process a final report will be produced that includes a summary of findings, if any, and their disposition. The report will be based on the results of the on-site review(s) as included in the Compliance Review Report. The Compliance Review Report includes an itemized list of each subject area that may be reviewed as applicable (Exhibit C).

Once a subrecipient is notified of a deficiency, the subrecipient will be requested to respond with a plan to take the corrective action. In an instance where the compliance issue is not resolved to the satisfaction of the RTA, the RTA may:

- Suspend grant fund payments.
- Deem a subrecipient ineligible to receive additional grant funds either within the current program or future programs.
- Audit the subrecipient to determine compliance with contractual obligations.
- Terminate the grant contract(s).

Accounting Systems and Audit

Awardees, operators, and third party contractors are responsible for establishing and maintaining adequate internal controls over all the functions which relate to project administration and implementation. The control systems must comply with the applicable Federal, FTA Grant Management, Circular 5010.1E, as revised) and all State of Illinois requirements.

For grants funding services it is important that the service be marketed to the target populations for the program. The awardee should be able to demonstrate that such a program is in place and in use.

The local share for grants must be from non-FTA sources and may include state funds as well as unrestricted Federal funds. Subrecipients are required to have an independent audit for operating grants. This must be prepared by an independent CPA and it must include a schedule of costs, revenues, and expenditures in comparison with the Approved Project Budget. All audits

performed must meet the requirements of 2 CFR Part 200 Subpart F (formerly OMB Circular A-133), Audits of States, Local Governments, and Non-Profit Organizations.

The scope of the audit must include an examination of the awardee and/or contractor records and test of transactions sufficient to enable the audit firm to express an opinion on the following items. That the records of receipts, disbursements, assets and liabilities and the presentation of those records in the financial statements of the awardee and/or contractor are in accordance with generally accepted accounting principles. The principles are consistently applied and present fairly the financial positions of the awardee and/or contractor and the results of its operations for the period covered by the audit. That the costs incurred are eligible under the contract. Finally, the audit must review the degree of compliance with the terms and conditions of the contract, the approved program and with RTA guidance.

Closeout Procedures

RTA will use a two-step process to a move a Federal grant to closeout:

Subrecipient Closeout

Subrecipients are responsible for writing “Final Invoice” on the last invoice the subrecipient submits. This process begins when all activities in the Technical Services Agreement (TSA) are completed or all funds in in the agreement are fully expended. A final status report should accompany the final invoice. The final status report should state whether all project goals have been accomplished.

FTA Closeout

The RTA is responsible for administering the Federal grant closeout through the FTA’s TrAMS system. The RTA will make any necessary adjustments to the project budget and conduct a final grant project audit as required by Title 2 – Part 200. Grant closeout procedures are outlined in the following FTA Circulars: Section 5310, 9070.1G, page VI-15 and Grant Management Requirements, C. 5010.1E, as revised, page III-14.

“The awardee must initiate close-out of a grant when all approved activities are completed and/or applicable Federal funds expended. All close-out documentation must be submitted within 90 days of the completion of all activities in the grant. This requires notifying FTA by letter or e-mail that the grant is ready for close-out. The awardee should electronically submit the following in TRAMS as part of the grant close-out process: 1) a final budget reflecting actual project costs by scope and activity; 2) a final Federal Financial Report; 3) a final narrative MPR indicating the actual completion date of each ALI; a discussion of each ALI contained in the final budget and list of project property purchased under the grant; 4) a request to deobligate any unexpended balance of Federal funds; and 5) any other reports required as part of the terms and conditions of the grant.”

The Milestone Report will include information on the completion of the individual projects as well as the total project. All project records will be maintained by the RTA for three years.

OTHER PROVISIONS

Prospective applicants are advised to carefully review the requirements of participating in RTA funded programs. In addition to state and local contractual provisions, subrecipient awardees must comply with the various federal requirements governing federal financial assistance programs. Accordingly, prospective applicants and awardees are advised to review the required federal provisions (and source documents) detailed in this section.

Title VI Nondiscrimination

Requires that no person because of race, color, national origin, be excluded from participation in, or denied the benefits of any project funded in whole or in part with federal funds.

Equal Employment Opportunity (EEO)

Requires that any recipient of FTA funds shall not discriminate against any employee or applicant for employment based on race, color, religion, sex, or national origin.

Section 504 of the Federal Transit Act

Prohibits discrimination on the basis of disability by recipients of Federal financial assistance.

Americans with Disabilities Act

Prohibits discrimination against qualified individuals in all programs, activities and services of public entities, as well as imposes specific requirements on public and private providers of public transportation.

Bus Testing Regulations

Requires awardees to certify compliance with the federal bus testing requirements before accepting any new bus model.



Restrictions on Lobbying

Requires that no federal funds are used for lobbying and if other funds are used that specific reporting requirements are met.

Purchasing, including Buy America

- The “Common Rule “, U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR part 18. and “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations,” 49 CFR part 19, permits states to follow the same policies and procedures which they use for procurements funded with non-federal funds, to the extent permitted by Federal statutes and regulations.
- The purchasing area includes all third party purchases and contracts entered into by the awardee with Federal funds. Awardees at a minimum must have established internal procurement procedures. Awardees must insure that every purchase order and contract issued by the awardee or a subcontractor using Federal funds includes all clauses required by Federal, state, RTA and local statutes, executive orders and implementing regulations.

The RTA permits awardees to follow their own procurement policies provided that the basic Federal Third Party Contracting Guidelines standards are included in the procurement action. Those standards are detailed in FTA Circular 4220.1F, as revised.

If a awardee enters into agreement to operate service with a third party contractor the contractor is obligated to follow FTA procurement guidelines, regardless of the organizational status of the contractor, private for-profit or private non-profit.

Maintenance, Satisfactory Continuing Control, Section 504 and ADA

Section 504 of the Rehabilitation Act, which preceded the Americans with Disabilities Act (ADA), prohibits discrimination of individuals on the basis of handicap by recipients of Federal financial assistance. The ADA, in addition to requiring the provision for complementary paratransit service, requires that vehicles and facilities be accessible. ADA regulations require that public and private entities providing transportation services maintain in operative condition all accessibility features such as lifts, elevators, ramps, securement devices, signage and communication equipment. Review of the awardee’s facilities, maintenance procedures and vehicles will include a review of facility accessibility and vehicle accessibility including lifts and other accessibility features. Training materials for operators will be reviewed. A bus route may be ridden to watch the system in operation.

Under State of Illinois guidelines all equipment must be utilized 100% for transit purposes. This is consistent with FTA circulars and their requirements for continuing control of project property (C5010.1E, as revised, Chapter IV – Project Management at Section 3 e (1)) FTA C. 9070.G, at page VI-3, does encourage maximum use of vehicles funded under the program. In all instances the vehicles must be used first for program related needs. Federal policy does allow some incidental use if the other program or project uses are currently or were previously supported with Federal funds. This is considered incidental as long as it does not interfere with the program use outlined in the application.

Safety and Security

The development of formal safety and security plans is mandated for all programs. RTA will provide assistance and direction to subrecipients with the intention of making sure that the subrecipient recognizes the need for and benefit of a safety and security plan. FTA's authority in the area of safety is set forth in 49 USC 5329. Under this section FTA may conduct investigations into safety hazards and security risks. FTA and RTA are both concerned with the safety and security of transit passengers and transit workers.

While conducting the on-site compliance part of the monitoring program RTA staff should be aware of any safety or security issues at the awardee's property.

Manufacturers of vehicles and equipment will have procedures available for the safe operation of their products and for the training of operators. Certain transit providers may be affected by Federal Motor Carrier Safety Regulations and state motor carrier regulations. Insurance carriers expect and may require that specific equipment and operational practices be followed and that workplace safety guidelines be developed. Emergency preparedness procedures should be coordinated with other local agencies and governments.

Awardees should develop screening and training programs for volunteer drivers. The Agency Council on Coordinated Transportation (ACCT) published a guide "Volunteer Drivers – A Guide to Practices" to assist agencies in developing such programs. It contains useful information about managing a volunteer driver program including safety measures.

Charter Bus and School Bus

The Charter Bus requirements, Title 49 U.S.C. 5323(d), generally limit the use by public transportation operators of federally funded equipment and facilities for charters unless there are no willing and able private operators available to operate the charter. Charter regulations (49 CFR Part 604), published in the Federal Register on January 14, 2008 (73 FR 2326) state, at §604.2 (e), "The requirements of this part shall not apply to a recipient that uses Federal financial

assistance from FTA for program purposes only, under 49 U.S.C. 5310.....” This relieves the operator of a 5310 project from this requirement while operating service under this program. Additionally at Sub-part B – Exceptions §604.7 provides an exception for recipients providing charter service to a Qualified Human Services Organization. This type of organization is defined as “...an organization that serves persons who qualify for human services or transportation - related programs or services due to disability, income or advanced age.” §604.3(q). The School Bus requirements, Title 49 U.S.C. 5323(f), prohibit the use of FTA funds for exclusive school bus transportation for school students and school personnel. The regulations do permit regular service to be modified to accommodate students along with the general public.

Drug-Free Workplace and Drug and Alcohol Testing

All recipients of FTA funding are required under 49 CFR part 32 to maintain a drug-free workplace for all employees and to have an anti-drug policy, awareness program and training program. Awardees/subrecipients must notify employees that the use, manufacture, distribution, or possession of a controlled substance is prohibited in the workplace. Illinois state regulations at 30 ILCS 580/1 do require that all awardees certify that they provide a drug-free workplace.

FTA awardees that receive only 5310 program assistance are not subject to FTA’s Drug and Alcohol testing rules, but must comply with Federal Motor Carrier Safety Administration (FMCSA) rule for employees who hold Commercial Driver’s Licenses (CDL)(49 CFR part 382). All drivers of vehicles designed to transport 16 or more passengers (including the driver) must have a CDL. Mechanics that drive the vehicles must also have a CDL.

Labor Protections

For FTA programs, 49 U.S.C. 5333(a) imposes Davis-Bacon Act prevailing wage requirements on construction projects. Section 5333(a) requires the Secretary ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed with the assistance of loans or grants under Chapter 53 be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

PROGRAM MANAGEMENT PLAN REVISIONS

The RTA will submit this PMP to FTA for review and approval. FTA will keep copy of this PMP on file at the FTA Region V offices. An approved PMP remains valid until FTA approves a later plan submitted by the RTA, an FTA management review results in a specific request to the RTA by FTA for a revised PMP, or FTA announces significant new program documentation requirements. The RTA is responsible for revising this PMP to ensure consistency with Federal / FTA requirements. The RTA will issue timely revisions to this PMP, when needed and especially



when the information will be helpful to minority applicants, sub-recipients, and third-party contractors that will be affected by the revision.

If the RTA proposes significant revisions to this PMP, the RTA will provide an opportunity for Members of the PAC to provide comments on the proposed changes. Additionally, if this PMP is significantly changed or if the changes are considered “pervasive,” the RTA will submit a revised PMP to FTA Region V for review and approval. The RTA is not required to submit minor changes to this PMP to FTA for review and approval; however, the RTA will ensure that FTA Region V is notified regarding changes to this PMP and will provide FTA Region V with an up-to-date copy of this PMP.

Revision Date	Description
September 2018	Updated for FAST Act compliance and streamlining of content most useful for potential applicants and current awardees
March 2021	Updated to reflect the revised Human Services Transportation Plan (HSTP) and new policies and procedures for the Section 5310 program, including local match and funding policies, selection criteria and project selection team. CRRSAA apportionment and future recovery funds allocation policy documentation.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
[Redacted]	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: []	* First Name: [Redacted] Middle Name: []
* Last Name: [Redacted]	Suffix: []
* Title: [Redacted]	
* SIGNATURE: []	* DATE: []

CERTIFICATION REGARDING LOBBYING

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(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
Kane County	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input style="width: 100px;" type="text"/>	* First Name: <input style="width: 250px;" type="text"/>
Middle Name: <input style="width: 180px;" type="text"/>	
* Last Name: <input style="width: 420px;" type="text"/>	Suffix: <input style="width: 100px;" type="text"/>
* Title: <input style="width: 320px;" type="text"/>	
* SIGNATURE: <input style="width: 350px;" type="text"/>	* DATE: <input style="width: 180px;" type="text"/>



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving an Intergovernmental Agreement with the City of Batavia for Access and Improvements to Kirk Road and Fabyan Parkway

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$
If not budgeted, explain funding source: N/A	

Summary:

At the October 2022 Transportation Committee meeting, Staff solicited Committee comments on the conceptual intergovernmental agreement (IGA) with the City of Batavia for land development access for the southwest quadrant of Kirk Road and Fabyan Parkway. Based on that feedback/direction, staff drafted the attached IGA with City of Batavia coordination.

Kirk Road and Fabyan Parkway are both limited access freeways, with that special designation requiring access review and approval by the County Board. The IGA proposes a full access to Kirk Road and a right-in/right-out access to Fabyan Parkway, both of which are consistent with KDOT's Access Control Regulations.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF BATAVIA AND THE COUNTY OF KANE
REGARDING ACCESS AND IMPROVEMENTS TO
KIRK ROAD AND FABYAN PARKWAY**

This Agreement (hereinafter, the “Agreement”) entered into this ____ day of January 2023, by and between the County of Kane, a body corporate and politic of the State of Illinois (hereinafter, the “COUNTY”) and the City of Batavia, a municipal corporation of the State of Illinois (hereinafter, the “CITY”). The COUNTY and the CITY are sometimes hereinafter collectively referred to as the “Parties” and individually as a “Party”.

WITNESSETH

Whereas, the CITY and the COUNTY are authorized to agree and cooperate among themselves pursuant of the provisions of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act of the Illinois Compiled Statutes; and,

Whereas, the COUNTY has exclusive jurisdiction over Kane County Highway No. 77, also known as Kirk Road and Kane County Highway No. 8 also known as Fabyan Parkway; and,

Whereas, Illinois Compiled Statutes 605 ILCS 5/8-101 et. seq. authorize the COUNTY to designate certain highways within its jurisdiction as “freeways” and, when so designated, authorize the COUNTY to, among other things, control access with respect to such designated highways; and

Whereas, the COUNTY has designated, in conformance with the Illinois Highway Code, Kirk Road and Fabyan Parkway each as a freeway and has adopted, in conformance to law the Kane County Division of Transportation - Transportation Permit Regulations and Access Control Regulations (hereinafter, the “KDOT-TPR”); and

Whereas, the property(ies) located along the west side of Kirk Road south of its intersection with Fabyan Parkway and the properties located along the south side of Fabyan Parkway west of its intersection with Kirk Road are within the corporate limits of the CITY (hereinafter, the “Subject Area”) which are depicted in Exhibit “A” which is attached hereto and incorporated

herein) and, further, some or all of these properties are being redeveloped, and the CITY desires the COUNTY to permit a Full Access Point on the west side of Kirk Road and to permit a right in/right out access on the south side of Fabyan Parkway for the benefit of development in the Subject Area that is anticipated by the CITY; and

Whereas, the COUNTY wishes to secure the support and cooperation of the CITY in the enforcement of the KDOT-TPR related to the control of access to that segment of Kirk Road and Fabyan Parkway identified in the immediately preceding recital so as to facilitate and assure the safety of the travelling public and to facilitate the free flow of traffic now and in the future, and to otherwise permit the orderly development of property adjacent to the identified segment of Kirk Road and Fabyan Parkway; and

Whereas, the Parties have determined that, subject to the controls hereinafter set forth, the control of access to Kirk Road and Fabyan Parkway is necessary for the safety of the motoring public, responsible transportation planning and proper land use planning; and

Whereas, the Parties acknowledge and agree that, subject to the controls hereinafter set forth, the planning and improvements as described herein are and will be a benefit to and provide for the safety of the residents of the COUNTY, the CITY and the travelling public generally.

NOW THEREFORE, in consideration of the foregoing recitals and of other good and valuable consideration, the adequacy and sufficiency of which is hereby stipulated, the Parties hereto covenant and agree as follows:

1. The Parties acknowledge and agree that the recitals set forth above are hereby incorporated herein as substantive provisions of this Agreement. The Parties further acknowledge and agree that the “Definitions” that are attached hereto as Exhibit “C” are incorporated herein and shall define the terms of this Agreement.
2. The Parties agree that each shall, in the exercise of its respective planning jurisdiction, provide that all new development in the Subject Area shall provide for ingress to and egress from Kirk Road and Fabyan Parkway in a manner consistent with the provisions of this Agreement and at the locations as generally depicted on Exhibit “A”.

- 3 The Parties acknowledge that COUNTY has exclusive jurisdiction of Fabyan Parkway and Kirk Road. Nothing in this Agreement is intended to, nor shall be construed in any manner to, alter or change the existing jurisdictional rights and responsibilities of the COUNTY over any portion of any COUNTY highways.
4. The Parties agree that, within their respective planning jurisdictions, each Party, in its review and approval of any development proposal, including but not limited to, grant of special use, approval of zoning map amendments, approval of plats of subdivision, and approval of annexation agreements, for all property abutting and adjacent to the Subject Area and Kirk Road and Fabyan Parkway, shall require provisions for access to the Subject Area that are consistent with the terms of this Agreement and as depicted in the attached Exhibit A.
5. The Parties agree to and shall work cooperatively during the review and approval process for development of all properties abutting or adjacent to the Subject Area. Cooperation shall include, but not be limited to, the solicitation by each Party of review and comments from the other Party prior to any annexation, subdivision, zoning or land use change abutting or adjacent to the Subject Area.
6. Each Party shall, within its respective jurisdiction and/or planning jurisdiction, limit and require all highway access (ingress and egress) to and from the Subject Area to be in conformance with Exhibit "A". Each Party shall review for permit consideration each specified access point and the final intersection design thereof, whether said access point is signalized or un-signalized. The exact locations for all access points will be determined in accordance with good engineering judgment and the current policies, regulations, and standards of the COUNTY. The CITY and the COUNTY agree that each shall limit and require all access to Fabyan Parkway and Kirk Road to be in substantial conformance with Exhibit "A", with the specific access points and the final intersection design thereof to be approved by the Kane County Engineer, in conformance with the location of following access points:
 - A. ACCESS A – A right in/right out only access on the south side of Fabyan Parkway, located approximately 1,250 feet west of Kirk Road.

B. ACCESS B – A full access on the west side of Kirk Road, located approximately 1,200 feet south of Fabyan Parkway. This intersection will be signalized by the CITY when warranted or as determined by the Kane County Engineer to ensure the safety of the travelling public.

7. In the design and construction of improvements on Kirk Road and/or Fabyan Parkway in the Subject Area under the respective Parties jurisdiction, the Parties shall require at a minimum the following features:

a. Internal Access Roads/Cross-Access Easements. Because it is deemed necessary and desirable by the Parties to require internal access roads, drives and/or cross-access easements for property abutting or adjacent to Kirk Road and Fabyan Parkway, each Party shall ensure that the owners of the properties abutting or adjacent to the Subject Area provide and maintain such cross-access easements and/or internal access roads, including upkeep of roadway striping, signage, and pavement. The exact locations for all such internal access roads, drives and/or cross-access easements shall be determined in accordance with good engineering judgment and the current policies, regulations, and standards of the COUNTY.

Such internal access roads, drives and/or cross-access easements will be designed to:

- i. Be suitable for and accessible to traffic.
 - ii. Provide connections in general conformance with the conceptual site plan in Exhibit “B,” except that internal access roads, drives and/or cross-access easement changes may be appropriate and desirable as agreed to by the Parties for improved traffic flow, safety or other engineering reasons.
 - iii. Include appropriate pavement markings, signage and traffic control of standard design and application.
- b) Dedication of Right-of-Way and Easements. As a consideration of the full access to Kirk Road and in order to allow for future expansion of the roadway facilities in the Subject Area, the CITY shall, as part of any annexation, re-zoning, major site

modification or change in use to any parcel having frontage on Kirk Road and Fabyan Parkway in the Subject Area over which the CITY has control, review or approval, require a minimum conveyance of the right of way and grant of easements. The CITY shall reserve and acquire the right-of-way and easement area(s), to the extent to which they may lawfully do so, at no expense to the COUNTY, the following: (i) a minimum of ninety-five feet (95') to one hundred feet (100') of right-of-way along Fabyan Parkway, in the name of County of Kane, and as determined by the County Engineer, from the centerline of the existing pavement of Fabyan Parkway; a minimum of eighty feet (80') of right of way along Kirk Road, in the name of County of Kane, as determined by the County Engineer, from the centerline of the existing pavement of Kirk Road; (ii) a fifteen foot (15') to twenty foot (20') wide exclusive highway easement granted to the County of Kane and their designees, to be established immediately adjacent to the right-of-way; and (iii) a fifty foot (50') by fifty foot (50') triangular shaped right-of-way parcel to be conveyed to the County of Kane in fee simple at all proposed full intersections to ensure clear sight line distances and accommodate possible future traffic signal installations. The amount and location of any specific right-of-way conveyance or grant of easement to the COUNTY as described in this paragraph shall be first approved by the Kane County Engineer prior to such conveyance or grant.

- c) Right In/Right Out Only. In addition to the full access point location indicated on Exhibit "A", the right in/right out only access point permitted on Fabyan Parkway shall be subject to consideration and approval of the COUNTY, provided that the right-in/right-out only access point meets with current policies, regulations and standards of the COUNTY.
- d) Throat length. The Parties have reviewed the throat length for the proposed full access point drive aisle to Kirk Road as generally depicted in the conceptual site plan attached as Exhibit "B" and the COUNTY agrees to grant a variance of three hundred feet (300') minimum throat length from Kirk Road in consideration of the two proposed inbound drive aisle lanes. The standard for minimum throat length for the right-in/right-out restricted access point to Fabyan Parkway shall be two hundred fifty feet (250'). These distances are subject to variation due only to special circumstances and upon approval by the County Engineer in accordance with the KDOT-TPR.

- e) Deceleration Lanes. Properly designed deceleration lanes shall be required in the approach to all access points. Such deceleration lanes will be designed in accordance with policies established by the COUNTY and design standards as required by the Kane County Engineer to include appropriate intersection improvement setbacks for the future six (6) lane cross section of Fabyan Parkway and Kirk Road.
- f) Storm Water Detention. As a consideration of the full access to Kirk Road and in conjunction with development adjacent to Kirk Road and Fabyan Parkway in the Subject Area, the CITY shall cause to be provided by the property owner(s)/developer(s) thereof such additional storm water detention areas for the proposed improvement to six (6) through lanes for Fabyan Parkway and Kirk Road as may be reasonably necessary to comply with storm water and other applicable regulations and sound engineering practices. The CITY shall demonstrate to the COUNTY that the additional increase in run-off from the future six (6) lane cross section of Fabyan Parkway and Kirk Road is accommodated in the storm water planning for the development. This requirement will be understood such that only the half-portion of the future six (6) lane cross section of Fabyan Parkway and Kirk Road on the subject property's frontage of the County highways will require this stormwater accommodation. The volume of the aforementioned storm water detention, provided on the site being developed, shall include the volume for a one-hundred (100) year storm for the additional impervious surface for the ultimate six (6) through lane design of Fabyan Parkway and Kirk Road. Each Party shall require any property owner(s) and/or developer(s) making such improvements to provide such storm water detention at no cost to the COUNTY. A Storm Water Management Report and Site Improvement Plan shall be submitted to the COUNTY for review prior to approval of any storm water detention for the development. Any berms or water detention facilities shall conform to the Illinois Compiled Statutes (605 ILCS 5/9-115.1), regarding setback from the highway right-of-way. Detention facilities shall be setback from the highway right of way a minimum of ten feet (10') plus one and one-half times the depth of the storm water retention or detention facility. The toe of any berm shall be set back a minimum distance of ten feet (10') from the adjacent highway right-of-way. Setbacks will apply to any proposed right-of-way required for the COUNTY highways.

- g) Bicycle & Pedestrian Accommodations. The CITY and the COUNTY agree that new development along Kirk Road and Fabyan Parkway in the Subject Area should incorporate bicycle and pedestrian features into site designs. This will include building connections to existing bicycle/pedestrian facilities, building new pathways outside the COUNTY's highway rights of way along highway frontages in areas where they do not currently exist, and including pedestrian signals as part of traffic signal installations/modifications.
 - h) Landscaped Median. The CITY and the COUNTY agree that should the CITY develop a landscape plan for the COUNTY's median on Fabyan Parkway and/or Kirk Road, upon approval thereof the CITY agrees to pay for and maintain the landscaped median and any irrigation system in a safe, clean, orderly, and presentable condition to the satisfaction of the COUNTY.
8. THE COUNTY shall own, operate, and maintain traffic signals, signal interconnect systems, roadway lighting and Emergency Vehicle Preemption (EVP) systems on Fabyan Parkway and Kirk Road. The Parties agree that if signalization of the Full Access on Kirk Road is warranted or appropriate to enhance the safety of the public as determined by the Kane County Engineer, the CITY shall pay or cause to be paid the entire cost to construct, energize, operate, and maintain said traffic signals, roadway lighting, Emergency Vehicle Preemption (EVP) system, signalization interconnect systems, and any other infrastructure improvements associated with such access signalization. The CITY shall pay to the COUNTY said costs to energize, operate, and maintain any such signals within 90 days of the receipt of an invoice therefore from the COUNTY.
9. Per County Ordinance 22-27, all new developments in Kane County are required to submit Transportation Impact fees to the Kane County Division of Transportation. Partnering with the COUNTY, and to promote fair and uniform compliance with this program which funds important local transportation projects of benefit to the citizens of Kane County and the City of Batavia, The CITY agrees to provide notice of Kane County's Transportation Impact Fee Ordinance via the CITY's issuance of municipal building permits.

10. Other than the respective duties and obligations as contained in this Agreement, nothing contained herein is intended to create or establish, nor shall be construed as creating or establishing, any legal relationship or entity between the Parties.
11. The provisions of this Agreement are severable. If any provision, paragraph, section, subdivision, clause, phrase, or word of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.
12. All of the issues, obligations and requirements related to access to and design of Kirk Road and Fabyan Parkway in the Subject Area are established solely by this Agreement. Any and all other oral agreements, negotiations, and prior written agreements in relation to access to and design of Kirk Road and Fabyan Parkway in the Subject Area are superseded by this Agreement.
13. Any alterations, amendments, deletions, or waivers of any provisions of this Agreement shall be valid only when expressed in writing and executed by all of the Parties.
14. If development of the subject property, defined as construction of at least one building on the site, is commenced within ten (10) years of the effective date of this Agreement, then this Agreement shall remain in full force for the period of twenty (20) years, beginning upon the execution date of this Agreement. The Parties will automatically renew this Agreement for successive periods of twenty (20) years without any further action. If no development of the subject property is commenced within ten (10) years of the effective date of this Agreement, then this Agreement shall terminate upon the end of the tenth (10th) anniversary of the execution of this Agreement.
15. Any notices required or permitted under this Agreement shall be sufficiently given if mailed by certified mail, return receipt requested, to the parties as follows:

Kane County: Attn: County Engineer
 Kane County Div. of Transportation
 41W011 Burlington Road
 St. Charles, IL 60175

City of Batavia: City Clerk
 City of Batavia
 100 N Island Avenue
 Batavia, IL 60510

16. Each person signing below on behalf of one of the Parties agrees, represents and warrants that they have been duly and validly authorized to sign this Agreement on behalf of their party.

COUNTY OF KANE

CITY OF BATAVIA

By: _____
 Corinne M. Pierog
 Chairman, Kane County Board

By: _____
 Jeff Schielke
 Mayor

Attest:

Attest:

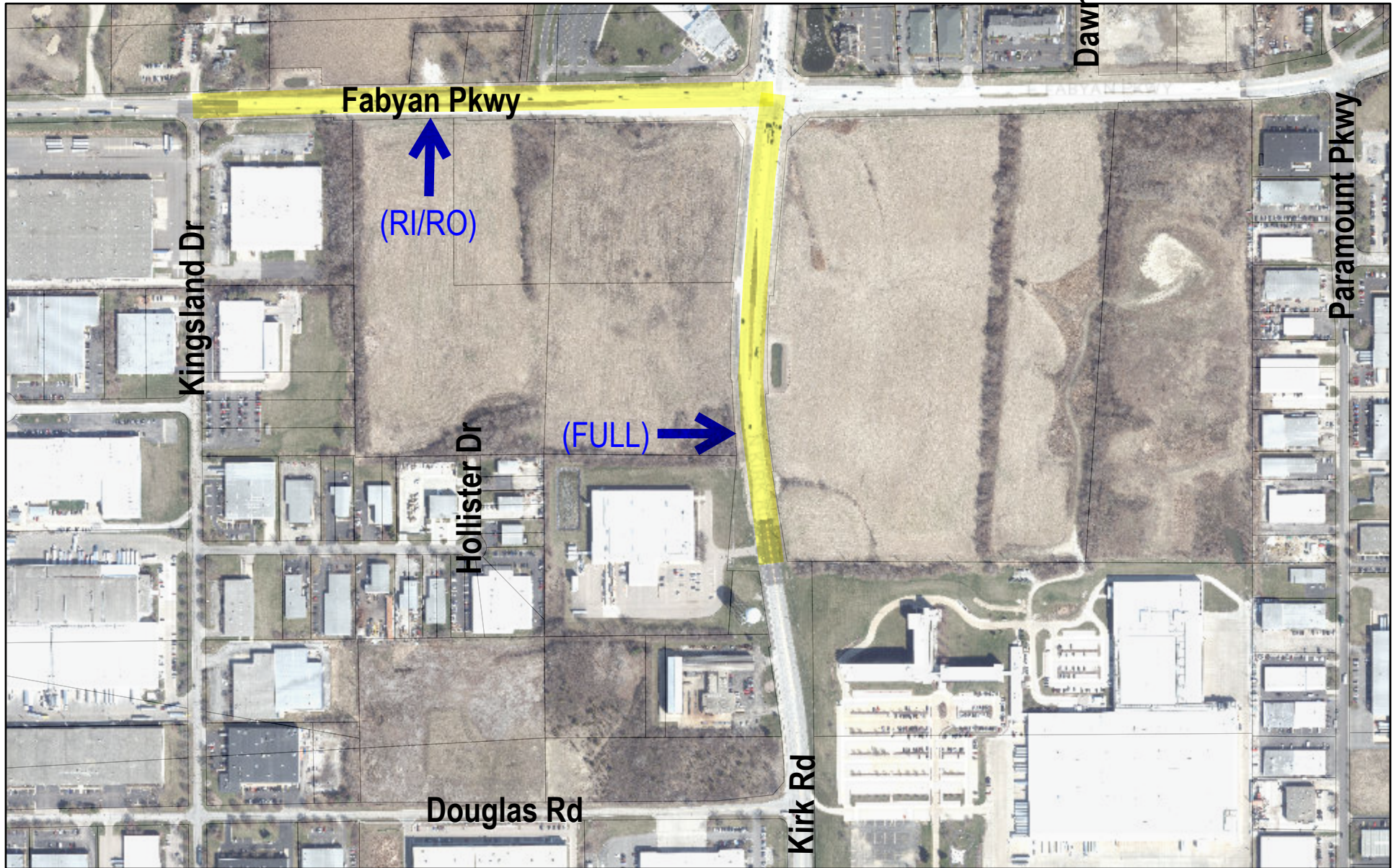
By: _____
 John A. Cunningham
 County Clerk




By: _____
 Kate Garrett
 City Clerk

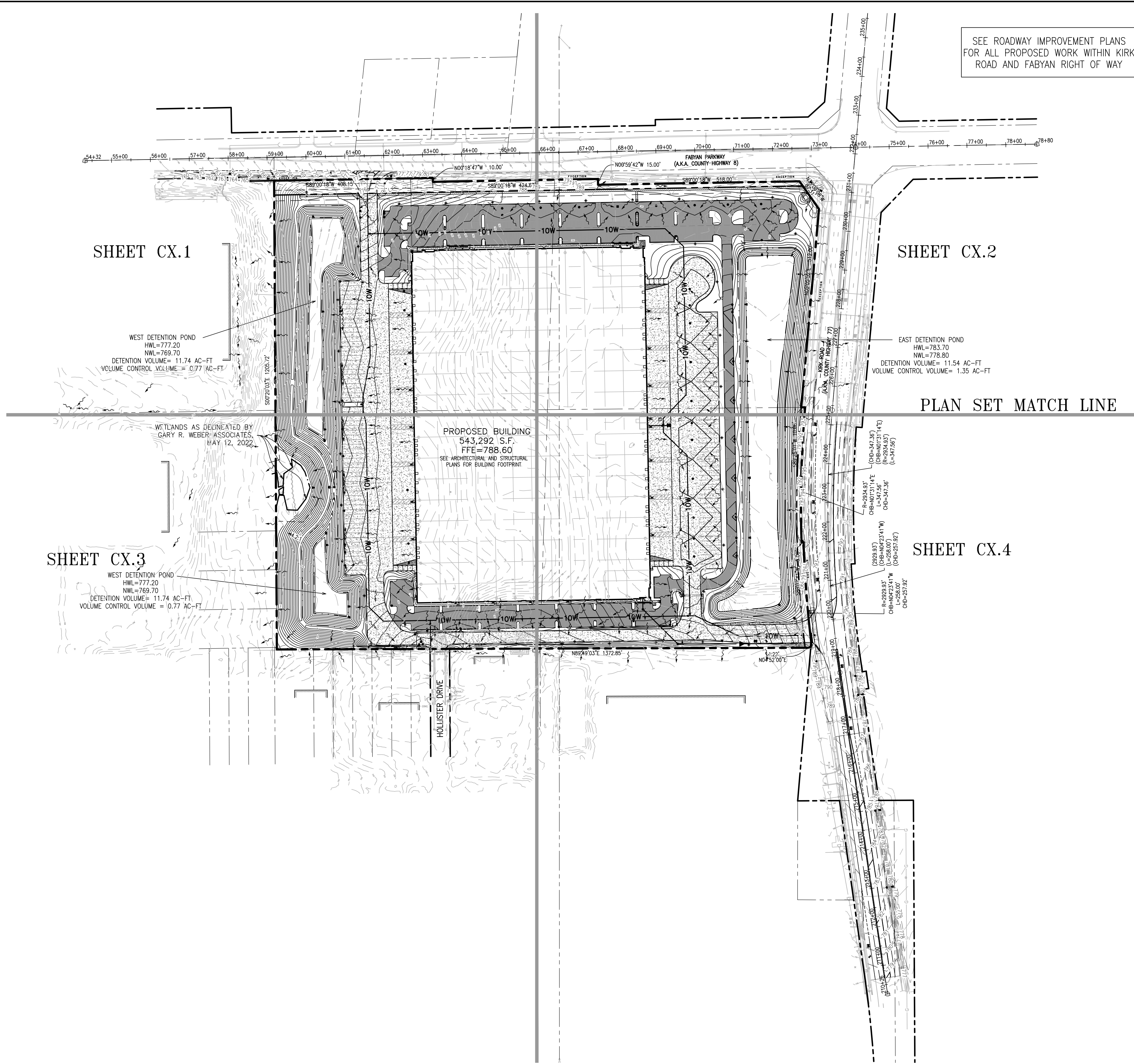
LIST OF EXHIBITS

EXHIBIT "A"	Subject Area map
EXHIBIT "B"	Concept Site Plan
EXHIBIT "C"	Definitions

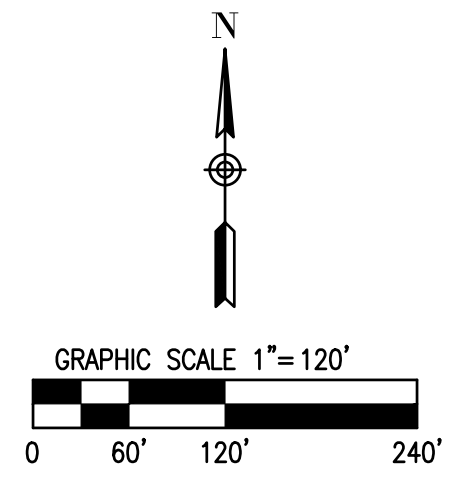
Exhibit "A"



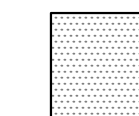

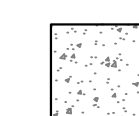
	SUBJECT AREA
(FULL) 	FULL ACCESS
(RI/RO) 	RIGHT-IN/RIGHT-OUT ACCESS



SEE ROADWAY IMPROVEMENT PLANS FOR ALL PROPOSED WORK WITHIN KIRK ROAD AND FABYAN RIGHT OF WAY



PAVEMENT HATCH LEGEND:

-  LIGHT DUTY ASPHALT PAVEMENT
-  HEAVY DUTY CONCRETE PAVEMENT
-  CONCRETE SIDEWALK

PLAN SET MATCH LINE

SITE DATA TABLE:

ZONING:	GI (GENERAL INDUSTRIAL)
PROPERTY AREA:	37.73 ACRES
PROPOSED BUILDING SQUARE FOOTAGE:	543,292 SQ. FT.
IMPERVIOUS AREA: (66%)	25.07 ACRES
PERVIOUS AREA: (26%)	9.93 ACRES
WET BOTTOM POND AREA: (7%)	2.73 ACRES
TOTAL CAR PARKING PROVIDED:	429 STALLS
STANDARD PARKING:	418 STALLS
HANDICAP ACCESSIBLE PARKING:	11 STALLS
REQUIRED HANDICAP ACCESSIBLE PARKING:	11 STALLS

OVERALL SITE PLAN		BATAVIA LOGISTICS CENTER		VELOCIS BATAVIA JV, LP		BATAVIA, ILLINOIS	
JACOB & HEFNER ASSOCIATES		1333 Butterfield Rd, Suite 300, Downers Grove, IL 60515		PHONE: (630) 652-4600, FAX: (630) 652-4601		www.jacobandhefner.com	
G556		1" = 120'		C2		Date	
Description		No.		Date		Date	
1 PRELIMINARY PROGRESS SET		10/7/22		10/7/22		10/7/22	
2 50% PROGRESS SET		10/11/22		10/11/22		10/11/22	
3 PERMIT SET		11/18/22		11/18/22		11/18/22	

EXHIBIT “C”

DEFINITIONS

Access, n.: The right of an owner of property immediately adjacent to a highway to ingress to and egress from the property by way of the immediately adjoining highway.

Access Point n.: The designated location along a highway where ingress to and egress from a property immediately adjoining the highway is allowed. The location of an access point is governed by the Kane County Division of Transportation, Permit Regulations (hereinafter “KDOT-PR”) unless otherwise agreed to in writing by the County of Kane.

Access Regulation n.: Various measures utilized by the County of Kane, intended to regulate or control access, including, but not necessarily limited to elimination of access or the restriction of access by various means. (See: KDOT-PR).

Access Road, n.: A highway or private road that directly connects to an access point. A highway that connects to an access point is sometimes referred to as a leg of an intersection.

Auxiliary Lanes, n.: Lanes, other than through lanes, of the traveled portion of a highway such as dedicated left turn lanes, right hand turn lanes or deceleration lanes.

County Highway, n.: a highway under the exclusive jurisdiction of the County of Kane. “County Highway” may include a highway under the exclusive jurisdiction of the County of Kane for which maintenance or other responsibilities are performed by another unit of government pursuant to an intergovernmental agreement with the County of Kane.

Cross Access Easement, n.: An easement, granted by the owners of property adjacent to a highway, to the public for highway purposes. Cross access easements are intended to serve as locations for internal access roads or access roads to connect properties adjacent to the highway to an access point.

Detention, n.: A dry bottom earthen depression in the ground utilized for the temporary storage and controlled discharge of storm water.

Full Access, n.: An access point where traffic movement in all legal directions is allowed.

Highway, n.: A general term for denoting a public way for purposes of the travel of vehicular traffic including the entire area within the right of way thereof and any associated appurtenance therefor. “Highway” includes a municipal street or a township road.

Internal Access Road, n.: A highway servient to and which runs generally parallel with a dominant County highway and is sometimes referred to as a “frontage road” or a “local service drive” as defined by the Illinois Highway Code (605 ILCS 5/8-105). An internal access road is intended to collect traffic generated from properties adjacent to the frontage road to convey the traffic to an access road and an access point on a County or other highway.

Intersection, n.: The area within the right of way of two different highways within which vehicles traveling on the traveled portion of each highway come into conflict with one another. The junction of a private alley or a private driveway with a highway shall not for purposes of this Agreement constitute an intersection. Intersection includes:

- A. **“T” Intersection, n.:** An intersection of two highways that has only three intersecting legs which allows traffic movements to and from each leg of the intersection to any other leg of the intersection. As its name implies this intersection appears as various forms of the letter “T”.
- B. **Full Intersection, n.:** An intersection of two highways that has four intersecting legs which allows traffic movements to and from each leg of the intersection to any other leg of the intersection.
- C. **Right In/Right Out Only, n. :** A “T” intersection where the movement of traffic is limited to the following movements only: (i) through movements on the horizontal legs of the “T” , (ii) a right hand turning movement only from the left horizontal leg of the “T” to the vertical leg of the “T” and, (iii) a right hand turning movement only from the vertical leg of the “T” to the right hand leg of the “T”. No left hand turns are permitted on a right in/right out only intersection.
- D. **Signalized Intersection, n.:** An intersection that utilizes signalization.

Intersection Lighting, n.: Overhead electric lighting at an intersection intended to illuminate the pavement surface of the intersection as may be required by the County Engineer of Kane County.

KDOT-TPR, n.: The Kane County Division of Transportation, Permit Regulations, as amended from time to time and duly authorized by the Kane County Board.

MUTCD, n.: The most recent addition of the Manual of Uniform Traffic Control Devices.

Planning Jurisdiction, n.: The area described in the Illinois Compiled Statutes by 65 ILCS 5/11-12-5 through 65 ILCS 5-11-12-6 of the Municipal Code over which the municipality has planning authority.

Retention, n.: A wet bottom earthen depression in the ground utilized for the temporary and or permanent storage and controlled discharge of storm water.

Roadway Lighting, n.: Overhead electric lighting adjacent to a highway intended to illuminate the pavement surface and surrounding area as may be required by the County Engineer of Kane County.

Signalization, n.: Electronic traffic control devices also referred to as: traffic lights, traffic control devices, stop and go lights or traffic control signals, intended for the regulation of vehicular and pedestrian traffic at an intersection where such devices on different legs of the same intersection alternately direct traffic to stop and to proceed. Signalization is designed, constructed operated and maintained to the satisfaction of the County Engineer of Kane County.

Signal Interconnect System, n.: An electronic system designed and intended to electronically connect signalization at various intersections into a continuous series for the intended purpose of coordinating the movement of traffic through the various signalized intersections. Signal interconnect systems are designed, constructed, operated and maintained to the satisfaction of the County Engineer of Kane County.

Throat Length, n.: The distance along an access point's drive aisle from the edge of pavement of the County highway to the first internal access road or access road intersection with the drive aisle.

Line Item: 305.520.527.50140

Line Item Description: Engineering Services

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving an Agreement with Applied Pavement Technology, Inc. of Urbana, Illinois for Pavement Management Services, Kane County Section No. 22-00550-00-EG

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$377,416.00
If not budgeted, explain funding source: N/A	

Summary:

Pavement preservation involves various roadway maintenance techniques that occur earlier in the life cycle in order to extend the overall life of the pavement.

In considering various optimization and funding scenarios, Applied Pavement Technology, Inc. will work with KDOT to review pavement maintenance and rehabilitation alternatives and will determine where our limited resources would best be spent over the next 5 years.

The engineering pavement management services contract will also include field data collection of over 300 centerline miles of County roads, data evaluation, software data updates and various roadway asset extraction inventories, in GIS format, to assist with County-wide Asset Management.

Staff has completed the consultant selection process and has negotiated a contract with Applied Pavement Technology, Inc. (APTech) for the engineering pavement management services for an amount not to exceed \$377,416.00. Details regarding the selection process can be found on our website.

**APPLIED PAVEMENT TECHNOLOGY, INC.
PAVEMENT MANAGEMENT SERVICES
KANE COUNTY SECTION NO. 22-00550-00-EG**

PURCHASE ORDER # _____

This Agreement made this 10th day of January 2023 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the “COUNTY”), of 719 South Batavia Avenue, Geneva, Illinois 60134 and APPLIED PAVEMENT TECHNOLOGY, INC, an Illinois corporation authorized to do business in the State of Illinois with an operating office at 115 W. Main Street, Suite 400, Urbana, Illinois 61801 (hereinafter referred to as the “CONSULTANT”). The COUNTY and the CONSULTANT are sometimes hereinafter collectively referred to as the “PARTIES” and individually as a “PARTY”.

WITNESSETH

WHEREAS, it is deemed to be in the best interest of the COUNTY and the motoring public to improve and maintain various County highways and,

WHEREAS, the COUNTY desires to continue with a comprehensive pavement management system on County Highways, utilizing electronic data collection and software condition assessment data (hereinafter referred to as the “PROJECT”); and,

WHEREAS, in order to accomplish the PROJECT it is necessary to retain the services of an experienced professional engineering firm to provide pavement management services for the PROJECT; and,

WHEREAS, the CONSULTANT has experience and professional expertise in all aspects of pavement management services and is willing to perform said services for the PROJECT for an amount not to exceed Three Hundred Seventy-seven Thousand Four Hundred Sixteen and 00/100 Dollars (\$377, 416.00),

WHEREAS, the COUNTY has determined that it is in the COUNTY’S best interest to enter into an agreement with the CONSULTANT.

NOW, THEREFORE, in consideration of the above stated preambles, the mutual covenants and agreements herein set forth, the PARTIES do hereby mutually covenant, promise, agree and bind themselves as follows:

1.0 INCORPORATION

1.1 The preambles set forth hereinabove are incorporated into and made part of this Agreement.

2.0 SCOPE OF SERVICES

2.1 Services for the PROJECT are to be provided by the CONSULTANT according to the specifications set forth in Exhibit “A” which is attached hereto and

incorporated herein. The services are sometimes hereinafter also referred to as the “work”.

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed with the work described and as otherwise set forth in Exhibit “A” shall be given on behalf of the COUNTY by the Kane County Engineer, in the form of a written notice to proceed (hereinafter “Notice to Proceed”), following execution of this Agreement by the County Board Chairman of the COUNTY.

4.0 TECHNICAL SUB-CONSULTANTS

4.1 The prior written approval of the Kane County Engineer shall be required before any sub-consultants are hired by the CONSULTANT to perform any of the work.

4.2 Any such sub-consultants shall be hired and supervised by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultants in the same manner and with the same liability as if performed by the CONSULTANT.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work on the PROJECT as directed in the Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed prior to the date of the Notice to Proceed or after termination of this Agreement.

5.2 Within ten (10) days after the Notice to Proceed is mailed or otherwise transmitted to the CONSULTANT, the CONSULTANT shall submit a schedule for completion of the PROJECT. The schedule is subject to approval by the Kane County Engineer.

6.0 COMPENSATION

6.1 The COUNTY shall only pay the CONSULTANT for work performed and shall pay only in accordance with the provisions of this Agreement.

6.2 For work performed, the COUNTY shall pay the CONSULTANT on a percent complete basis for all active tasks.

6.3 Within 45 days of receipt, review and approval of properly documented invoices, the COUNTY shall pay or cause to be paid to the CONSULTANT partial payments of the compensation specified in this Agreement. Payment will be made in the amount of sums earned less previous partial payments. However, the COUNTY reserves the right to hold back a sum equal to five percent (5%) of the total Agreement sum to ensure performance satisfactory to the Kane County Engineer.

- 6.4 All invoices shall be submitted on the CONSULTANT's Applied Pavement Technology, Inc invoicing forms, as appropriate for the PROJECT.
- 6.5 The CONSULTANT agrees to receive all payment for work performed under this AGREEMENT via the COUNTY's automatic clearing house program.
- 6.6 All invoicing will be based upon calendar months solely.
- 6.7 Total payments to the CONSULTANT under the terms of this Agreement shall not exceed Three Hundred Seventy-seven Thousand Four Hundred Sixteen and 00/100 Dollars (\$377, 416.00).

7.0 DELIVERABLES.

- 7.1 The CONSULTANT shall provide the COUNTY, prior to the termination of this Agreement, or at such time as the Kane County Engineer directs, any required deliverables related to work performed under this Agreement.
- 7.2 Upon receipt, review and acceptance of all deliverables by the COUNTY (if required), final payment will be made to the CONSULTANT by the COUNTY.

8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall, during the term of this Agreement and as may be required thereafter, maintain, at its sole expense, insurance coverage including:
 - A. Worker's Compensation Insurance in the statutory amounts.
 - B. Employer's Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) each accident/injury and Five Hundred Thousand Dollars (\$500,000) each employee/disease.
 - C. Commercial General Liability Insurance, (including contractual liability) with limits of not less than One Million Dollars (\$1,000,000) per occurrence bodily injury/property damage combined single limit; Two Million Dollars (\$2,000,000) excess liability coverage in the aggregate for injury/property damage combined single limit and Two Million Dollars (\$2,000,000) in the aggregate for products-completed operations.
 - D. Commercial Automobile Liability Insurance with minimum limits of at least One Million Dollars (\$1,000,000) for any one person and One Million Dollars (\$1,000,000) for any one occurrence of bodily injury or property damage.
 - E. Professional Errors and Omissions Insurance with a minimum limit of 2 Million Dollars (\$2,000,000.00).

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S certificates of insurance before issuance of the Notice to Proceed. The certificates of insurance shall include the Kane County Project name. The Project name is noted in the title on page 1 of this Agreement. In addition the certificates of insurance shall include the Kane County Section Number. The section number is found in the title of this Agreement on page 1. The CONSULTANT shall provide the COUNTY and maintain a certificate of insurance for its General Liability Policy which certificate shall include the COUNTY as additional named insured. The additional named insured endorsement included on the CONSULTANT'S Commercial General Liability policy shall provide the following:

- A. That the coverage afforded the additional named insured will be primary insurance for the additional named insured with respect to claims arising out of operations performed by or on behalf of the CONSULTANT;
- B. That if the additional named insured has other insurance which is applicable to the loss, such other insurance will be only on an excess or contingent basis;
- C. That the amount of the CONSULTANT'S liability under the insurance policy will not be reduced by the existence of such other insurance; and,
- D. That the certificate of insurance shall contain a provision or endorsement that the coverage afforded will not expire, be canceled, materially changed, nor renewal refused until at least thirty (30) days prior written notice has been given to COUNTY.

8.3 The insurance required to be purchased and maintained by CONSULTANT shall be provided by an insurance company acceptable to the COUNTY with an AM Best rating of A- or better, and licensed to do business in the State of Illinois; and shall include at least the specified coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater. In no event shall any failure of the COUNTY to receive policies or certificates of insurance or to demand receipt of the same be construed as a waiver of the CONSULTANT'S obligation to obtain and keep in force the required insurance.

9.0 INDEMNIFICATION.

9.1 To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the COUNTY, and its officials, directors, officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including but not limited to court costs and attorney's fees, arising out of or resulting from performance of the work, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the

CONSULTANT, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by the negligence of the COUNTY. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a PARTY or person described in this paragraph. In claims against the COUNTY and its officials, directors, officers, agents, and employees by an employee of the CONSULTANT, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or a sub-consultant under workmen's compensation acts, disability benefit acts or other employee benefit acts.

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts, to defend any claims, actions or suits brought against them.

9.3 If any errors, omissions, intentional or negligent acts are made by the CONSULTANT or sub-consultant in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY.

9.4 Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for the quality of the work, nor of the CONSULTANT'S liability for loss or damage to property or injury to persons resulting therefrom.

10.0 SATISFACTORY PERFORMANCE.

10.1 The CONSULTANT'S and sub-consultant's standard of performance under the terms of this Agreement shall be that which is to the satisfaction of the COUNTY and meets or exceeds the quality and standards commonly accepted in the industry in the Chicago metropolitan area.

11.0 CONFLICT OF INTEREST.

11.1 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this Agreement.

11.2 The CONSULTANT, by its signature on this Agreement, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Purchasing Act; and further 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 Illinois Criminal Code (Illinois Compiled Statutes, 1992, Chapter 720, paragraph 5/33E-3).

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, documents and computations prepared by the CONSULTANT under the terms of this Agreement shall be properly arranged, indexed and delivered to the COUNTY within ninety (90) days of written request therefor. The CONSULTANT's obligation hereunder shall survive the termination of this Agreement.

12.2 The documents and materials made or maintained under this Agreement shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this Agreement.

13.0 COMPLIANCE WITH STATE AND OTHER LAWS – PREVAILING WAGE ACT.

13.1 The CONSULTANT and any sub-consultants will comply with all State, Federal and Local statutes, ordinances and regulations; and will obtain all permits as are applicable.

13.2 The CONSULTANT and any sub-consultants shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice.

13.3 The CONSULTANT and any sub-consultant(s) shall comply with all applicable State and Federal Prevailing Rate of Wage Laws, and shall take all steps necessary to remain in compliance therewith. (See Exhibit "B").

13.4 The CONSULTANT and any sub consultant's shall comply with the Kane County Ethics Ordinance (Article II, Division 3, Section 2-211).

14.0 MODIFICATION OR AMENDMENT.

14.1 The terms of this Agreement may only be modified or amended by a written document duly executed by both PARTIES.

15.0 TERM OF THIS AGREEMENT.

15.1 The term of this Agreement shall begin on the date this Agreement is fully executed and shall continue in full force and effect until the earlier of the following occurs:

A. The PARTY'S termination of this Agreement in accordance with the terms of Section 16.0; or,

B. December 31, 2025.

- 15.2 In the event the required calendar days as stated in Section 15.1 B above are exceeded and/or anticipated personnel requirements are not adequate and remaining funds are not sufficient to complete the PROJECT, adjustments in total compensation to the CONSULTANT may, at the sole option of the COUNTY be determined through negotiation between the COUNTY and the CONSULTANT. The COUNTY shall however, have no obligation to agree to any adjustment in total compensation or in the term of this Agreement.
- 15.3 The date of the first calendar day for this Agreement shall be the date of receipt of the Notice to Proceed by the CONSULTANT from the COUNTY. In the event the PROJECT work is suspended by the COUNTY as recorded on the "Report of Starting and Completion Date," the calendar days for this Agreement will also be suspended for a like amount of time.
- 15.4 Notwithstanding anything in Section 15.0 to the contrary, the Kane County Engineer may at his sole option, upon the approval of the CONSULTANT, extend the term of this Agreement for a period of time up to but not exceeding one year.

16.0 TERMINATION ON WRITTEN NOTICE.

- 16.1 Except as otherwise set forth in this Agreement, the CONSULTANT shall have the right to terminate this Agreement for cause upon serving sixty (60) days written notice upon the COUNTY.
- 16.2 The COUNTY may terminate this Agreement at any time for any reason upon written notice to the CONSULTANT.
- 16.3 Upon termination of this Agreement, the obligations of the PARTIES to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Notwithstanding anything in this Agreement to the contrary however, the obligations of the CONSULTANT to indemnify and hold harmless the COUNTY as provided for in Section 9.0 of the Agreement shall survive the termination of this Agreement.
- 16.4 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, as a result of this AGREEMENT shall become the property of the COUNTY.

17.0 ENTIRE AGREEMENT.

- 17.1 This Agreement contains the entire agreement and understandings between the PARTIES.
- 17.2 There are no other covenants, promises, conditions or understandings, either oral or written, other than those contained herein.

18.0 NON-ASSIGNMENT.

18.1 This Agreement shall not be assigned by a PARTY without prior written approval of the other PARTY.

19.0 SEVERABILITY.

19.1 In the event any provision of this Agreement is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of the Agreement, which will remain in full force and effect and enforceability in accordance with its terms.

20.0 GOVERNING LAW.

20.1 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

20.2 Venue for any dispute arising hereunder shall be in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.

21.0 NOTICE.

Any required notice shall be sent to the following addresses and party:

KANE COUNTY DIVISION OF TRANSPORTATION
41W011 Burlington Road
Saint Charles, IL 60175
Attn.: Carl Schoedel, P.E., Kane County Engineer

APPLIED PAVEMENT TECHNOLOGY, INC
115 W. Main St., Suite 400
Urbana, Illinois 61801
Attn.: Mark Gardner, P.E. (Project Manager)
Attn.: David Peshkin, P.E. (Principal In Charge)

IN WITNESS WHEREOF, the Parties set their hands and seals as of the date first written above.

COUNTY OF KANE

APPLIED PAVEMENT TECHNOLOGY,
INC

CORINNE M. PIEROG
MADAM CHAIR, KANE COUNTY BOARD

By: David Peshkin
Principal In Charge

ATTEST:

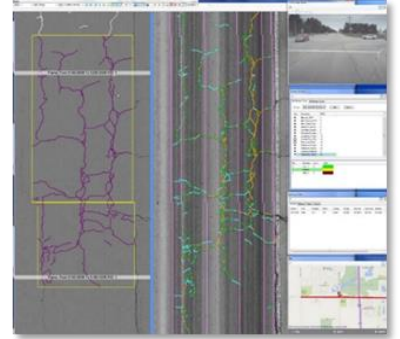
ATTEST:

JOHN A. CUNNINGHAM
KANE COUNTY CLERK

By: Kurt Smith
CORPORATE SECRETARY

(Seal)

Exhibit A



Kane County, Illinois

2022 Pavement Management Services

Scope and Fee



Prepared By:
Applied Pavement Technology, Inc.
115 W. Main Street, Suite 400
Urbana, IL 61801
217-398-3977
www.appliedpavement.com

December 6, 2022

1. Introduction

Applied Pavement Technology, Inc. (APTech) was selected by the Kane County Division of Transportation (County) to provide professional services related to preparing a pavement preservation program for the existing roadway network of Kane County. APTech teamed with Cyclomedia Technology, Inc. (Cyclomedia) as a subcontractor to collect asset data for signs and pavement markings. The County has requested that the following tasks be part of the project:

- Coordination with the County for the purpose of historical data collection, pavement data collection, and analysis.
- Roadway condition data collection following the provision of ASTM Standard D6433, *Standard Practice for Road and Parking Lot Pavement Condition Index Surveys*, rating pavement condition and providing the Pavement Condition Index (PCI) for each County roadway using a Digital Survey Vehicle.
- Update KDOT's Linear Referencing System (LRS).
- Profile data collection identifying the roughness (International Roughness Index [IRI]) of the County road network.
- Collect geo-referenced high-resolution digital images of County roadways.
- Analyze data to assign maintenance, repair, and rehabilitation priorities to the roadway network.
- Provide a written memo of findings based on the Pavement Management Services collection of data.
- Provide additional asset management data collection for roadway signs and pavement markings, providing detailed data as described below as a separate deliverable in an ESRI ArcMap GIS online compatible format.

The County requested that APTech submit a scope and fee document for the 2022 Pavement Management Services project that could be taken to the Transportation Committee for approval of the work. This document is provided as APTech's response to that request. The following sections further describe proposed tasks and associated costs. Because of the complexity and technical detail required to fully describe the Cyclomedia scope of work, an attachment to this document provides technical details specific to the collection and delivery of asset information for signs and markings. We very much look forward to working with the County on this effort.

2. Project Tasks

APTech's proposed tasks to collect condition data, update the County PMS, provide guidance on maintenance, repair, and rehabilitation, and collect specific information for signs and pavement markings are detailed below. The description of each task includes a list of work items to be completed within that task.

Pavement Condition Data Collection and Reporting Tasks

Task 1: Project Initiation and Management

- Kickoff meetings – A virtual meeting of about 1.5 hours will be held to start the project. It is expected that topics covered at this meeting will include coordinating schedules, milestones, special circumstances, and data needs. At this meeting we will work with the County to clearly define project goals and measures of success. Project roles, responsibilities, and contact information for all key personnel will be exchanged to promote accountability and effective communication.
- A separate project coordination meeting may be scheduled within two weeks of notice to proceed to coordinate the Cyclomedia effort and deliverables specifically. These two activities (pavement condition and asset data collection) may occur concurrently and by separate groups, so there will likely be a need to engage others within KDOT during the process.
- Information request – As a minimum, this information will include:
 - A GIS shapefile showing County streets (polygons if available).
 - Availability of construction and work history information.
 - Updated County treatment strategy information.
 - Updated County budget information.
 - Desired analyses.
- Assist the County with preparation of a press release to be distributed before beginning data collection, to inform local media and residents of the activity.
- Ongoing status reporting – APTech will initiate direct communication with the County on a regular basis to coordinate work status and progress.

Task 2: Network Review

- Review the roadway network and update as necessary for roads added or removed.
- Survey Preparation – Import the road network into the EDGE computer and plan the survey routing.

Task 3: Pavement Condition Data Collection

- Survey approximately 300 centerline miles of paved County roadways of sufficient length to collect LCMS, profile, and ROW data with the EDGE. On two-lane roads (includes roads with one lane each direction and a center turning lane), data will be collected on one lane in one direction. On roads with four or more lanes data will be collected on one lane in each direction.
- Manually survey very short road segments over which the EDGE does not perform well. Manual surveys will follow ASTM standards for PCI.

Task 4: Condition Surveys and PCI Determination

- Post-process LCMS data to produce range and intensity images.
- Post-process profile data to produce longitudinal roughness (IRI) and transverse profile (rutting).
- Extract distress type, severity, and extent from images.
- Coordinate possible segmentation changes (stemming from surface type or condition changes within an existing segment) with the County.
- Update the roadway network segmentation and finalize distress by segment.
- Load distress data into OMS.

Task 5: Update Linear Referencing System (LRS)

- Using information obtained during the data collection APTEch will review the collected roadway characteristics and work to resolve any differences between that and the County LRS. Differences will be reported in a spreadsheet for County consideration.

Task 6: Treatment Strategies and Performance Models

- Review pavement families, treatment strategies, and performance models with the County to identify and address any updates or improvements required in OMS.

Task 7: Analyses

- Using OMS, assign maintenance, repair, and rehabilitation priorities to the roadway network in a 5-year work plan for the current County budget.
- Review these priorities with County staff and adjust if necessary.

Task 8: Reporting

- APTEch will submit a report summarizing the work completed and the results of the analyses.

Other Asset Data Collection and Reporting Tasks

Task 9: Mobilization and Field Data Collection

Once given notice to proceed Cyclomedia will schedule a coordination call with the County to coordinate required information, schedules, and other project details. Using information provided Cyclomedia will schedule and mobilize for data collection. Additional details regarding Cyclomedia approach and activities are provided in the attached detailed scope for Cyclomedia.

Task 10: Delivery of Street Level Imagery

Details pertaining to the collection and delivery of street level imagery are provided in section 4 of the Cyclomedia scope document attached.

Task 11: StreetSmart Plugins

This task includes providing support for Cyclomedia's StreetSmart application and ESRI plugins and API such that the County will be able to view images and access information on Cyclomedia's web-based system.

Task 12: Delivery of Extracted Asset Data

Cyclomedia will deliver all asset data for roadway signs and pavement striping in an ESRI ArcMap GIS online compatible format (e.g., file geodatabase, shapefile). Details related to the delivery of extracted asset data are provided in the attached Cyclomedia scoping document. This task will include provisions for training, technical support, and delivery of the data.

Deliverables

- Pavements
 - 2022 pavement condition data for each roadway segment loaded into OMS
 - Updated LRS information for road segment changes
 - Training county staff on running typical reporting and analysis functions
 - A summary report documenting the work completed, the current condition of the County roadway network, and the results of analyses
 - Imagery collected during condition data collection, including ROW images and downward images.
- Other Assets
 - Detailed asset data for signs and markings are described in the attached document from Cyclomedia. All asset data delivery will be suitable for loading into Cartograph OMS, and in an ESRI ArcMap GIS online compatible format utilizing State Plane-Illinois East, NAD 83 projection.

3. Estimated Project Costs

Table 1 provides APTech's proposed lump sum project costs for the Kane County 2022 Pavement Management Services. These costs include all associated costs for the complete scope of work as defined in the County published Statement of Interest. Assumptions inherent in the costs are stated above and in the attached.

Table 1. Proposed costs for the Kane County 2022 Pavement Management Services.

Task	Description	Cost
Pavement Condition Data Collection		
1	Project Initiation and Management	\$10,700
2	Network Review	\$2,000
3	Field Data Collection	\$105,975
4	Pavement Condition Index	\$10,918
5	Update Linear Referencing System	\$4,923
6	Treatment Strategies and Models	\$3,008
7	Analyses	\$8,199
8	Reporting	\$9,023
Other Asset Data Collection		
9	Mobilization and Field Data Collection	\$18,450
10	Delivery of Street Level Imagery	\$43,050
11	StreetSmart Plugins	\$2,500
12	Delivery of Extracted Asset Data	\$158,670
Total Proposed Costs		\$377,416

Attachment 1. Detailed Scope of Work Related to Other Asset Data Collection by Cyclomedia

Kane County IL DOT

Statement of Work
December 2022



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Statement of Work

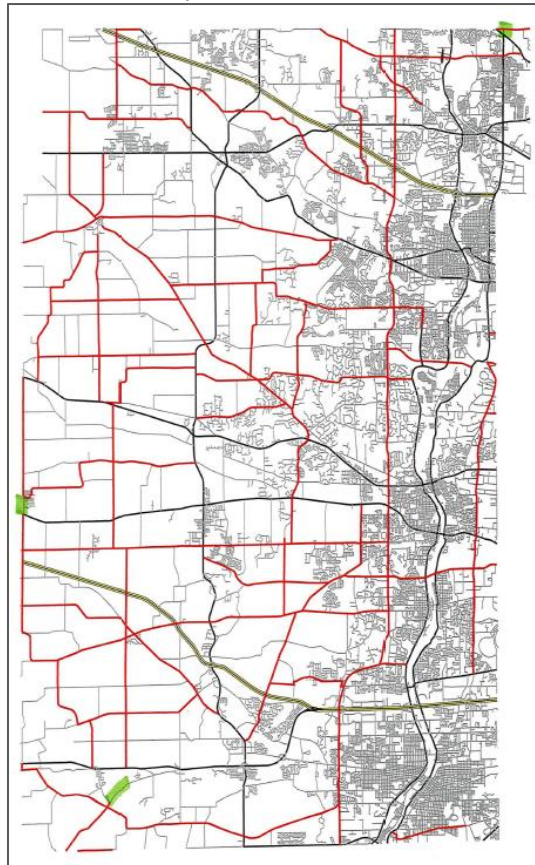
This statement of work details services to be performed and products to be delivered by **Cyclomedia Technology, Inc.** to the Kane County Illinois Department of Transportation (the "Client"), pricing and payment terms, and the designated project areas with respect to the defined deliverables.

1. Deliverables/Professional Services:

1.1. Professional Services:

360° GeoCycloramas™ will be captured for approximately **410** total miles, which will include LiDAR capture and processing, that will be generated based on data provided by and agreed to by the Client.

- Prices include cloud-based storage and access for the duration of the license term.
- All standard license terms and agreements apply. See attached Schedule B.
- As long as Client continues to be an active customer (i.e. has a current license to Cyclomedia Imagery), no additional fees will be charged for storing historical data.
- Privacy Filter Option – face and vehicle license plate blurring must be included for public websites.
- Esri integrations and customer support.
- Two hours of web-based remote training.
- The Client's access to and use of the Professional Services is subject to the Client accepting and agreeing to the Cyclomedia End User Terms and Service Schedule attached as Schedule B.
- Project Area (Project roads in red)



1.2. Software:

Unlimited logins for County staff to access GeoCycloramas using Street Smart web applications for the duration of the license term. Staff with licenses for the appropriate Esri™ products can also access GeoCycloramas using, Street Smart for ArcGIS and the Street Smart Widget for ArcGIS Web AppBuilder.

2. Fee Schedule:

Prices valid 45 days from date of Statement of Work.

Data/Capture Services	Miles/Units	Cost per mile/unit	Total
GeoCyclorama capture, processing, cloud hosting and deployment	410	\$150.00	\$61,500.00
Street Smart plug-ins and API	1	\$2,500.00	\$2,500.00
Asset Extraction Services			
Signs and Structures	410	\$87.00	\$35,670.00
1) Additional attributes that include height and offset measurements, guardrail structure type, beacon presence, face direction, road name and travel direction 2) Use of national and local MUTCD code libraries 3) Street name signs	410	\$10.00	\$4,100.00
Road Markings (pavement striping and symbols)	410	\$280.00	\$114,800.00
-Identifying markings widths (4, 6, 8 ad 12 in)	410	\$10.00	\$4,100.00
		Contract Total:	\$222,670.00

** A Mobilization fee of 30% of the project license fee (\$18,450.00) will be invoiced on signature of license agreement. The remainder of the project license fee (\$43,050.00) will be invoiced when imagery is published and accessible to the customer. Any mileage delivered over the contracted amount will be invoiced @\$150 per mile.

Asset extraction services will be invoiced on final delivery and acceptance by the customer.

The License Agreement (cloud hosting) allows for access to the imagery and software for one (1) year from the final delivery date of the imagery. Should the County decide after that time not to have Cyclomedia collect new street level data but wishes to continue to access to the imagery captured, there is a \$15.00 per mile annual fee (PER YEAR of Hosting)*. Based on project estimated **410 drive miles**, the annual fee for access is **\$6,150.00**.

NOTE: Client required to download LiDAR point cloud data within 60 days of availability if Client does not choose to buy 3D GeoCycloramas with LiDAR Point Cloud Integration and Hosting. A premium fee will be charged for Cyclomedia to host the LiDAR Point Cloud Data over the license term.

2.1. Asset Extraction Services:

2.2.1 Sign and Support Asset

Cyclomedia will extract from the street level imagery and Lidar, signs and structures along all roads defined within the project area. For full details about the Sign and Support asset, attributes, and specifications, see Exhibit A.

Feature	Field Alias	Field Name
Traffic Signs	ID	Id
	StructureID	structureid
	Sign Height	height
	Sign Width	width
	Offset Height	offset_height
	Offset Distance	offset_distance
	MUTCD Code	mutcdcode
	Beacon Presence	beacon
	Face Direction	direction
	County Road Name	countyrd
	Travel Direction	traveldir
	Easting	x
	Northing	y
	Elevation	z
	Recorded At	recordedat
Street Smart URL	ssurl	
Traffic Sign Structure	ID	id
	Post Type	posttype
	Sign Count	signcount
	Easting	x
	Northing	y
	Elevation	z
	Recorded At	recordedat
	Street Smart URL	ssurl

2.2.2 Pavement Markings Asset

Cyclomedia will extract from the street level imagery and Lidar, pavement markings along all roads defined within the project area. Full details about the pavement markings asset, attributes and specifications, see to Exhibit B.

Feature	Field Alias	Field Name
Pavement Messaging	ID	id
	Type	type
	Easting	x
	Northing	y
	Elevation	z
	Recorded At	recordedat
	Street Smart URL	ssurl
Pavement Striping	ID	id
	Color	color
	Pattern	pattern
	Width	width
	Length	length
	Recorded At	recordedat
	Street Smart URL	ssurl

For delivery of the pavement messaging asset, Cyclomedia will run a geoprocessing tool to convert the feature from an x,y point to a two (2) point line.

2.2.3 Elevation Visualization tool (OPTIONAL SERVICE)

Activate and access the flood elevation tool within StreetSmart to visualize elevation data and control the representation level.

Description	Quantity	Total	Selected	Initial
Elevation Visualization Tool	410 miles	\$2,050.00		

2.2.4 Customer Support:

Technical Service Portal, Troubleshooting No Additional Charge

2.2.5 Training:

Up to two hours of web-based training is included with the license agreement.

3. Corporate Information:

Firm Name Cyclomedia Technology, Inc.

Business Address 8215 Greenway Blvd
Suite 300
Middleton, WI 53562

General Contact Information Info-us@Cyclomedia.com
(510) 900-5142

William Wetzel, Account Manager - Midwest
E: bwetzel@cyclomedia.com
T: 630.815.6520

Point of Contact

3.1. Cyclomedia Technology, Inc. Project Team

Serge Lupas, Chief Executive Officer	slupas@cyclomedia.com	(510) 900-5142
Trevor Zenk, Delivery Manager	tzenk@cyclomedia.com	(608) 977-0504
Brock Duos, Solution Engineer	bduos@cyclomedia.com	(318) 446-0520

3.2. Cyclomedia Content

Our patented technology creates a GeoCyclorama™ which is a spherical 360° panoramic image. More than just pictures, GeoCycloramas provide an immediate and comprehensive overview of the geography. GeoCycloramas are recorded every five (5) meters (approximately 16.4 ft.); providing multiple viewing perspectives of all objects.

3.3. Software:

3.3.1 Street Smart™:

This interactive web viewer built on HTML5 technology provides cloud access to GeoCycloramas and tools.

- Use Street Smart on the desktop
- Conduct searches with address, postal code or coordinates
- Integrate with your own applications and work processes using the Street Smart API
- Where historical GeoCycloramas exist, "time travel" to see previous dates
- Save GeoCyclorama views as images

3.3.2 Street Smart Widget for Web AppBuilder for ArcGIS:

Bring GeoCyclorama display into applications created using Web AppBuilder with the Street Smart widget.

- Add recording point layer to web map used in the application
- View GeoCycloramas
- Where historical GeoCycloramas exist, "time travel" to see previous dates
- Save GeoCyclorama views as images
- Edit feature layers in the web map with the measurement tool or enable ad hoc measuring

3.3.3 Street Smart for ArcGIS Desktop:

Visualization, measurement and overlay tools within ArcMap or ArcGIS Pro allow you to fully leverage the power of GeoCycloramas within your existing ArcGIS environment.

- Open GeoCycloramas from a recording point layer added to the map
- View one or multiple GeoCycloramas
- Measure on GeoCycloramas
- Use the native editing capabilities of ArcGIS to collect features in 2D or 3D
- Save GeoCyclorama views as images

3.3.4 Hosting:

- Street Smart Cloud – Secure, scalable hosting service managed by Cyclomedia is included with the Project. Cyclomedia processes and stores GeoCycloramas in the Microsoft Azure Cloud.
- Street Smart Administrator – The named administrator can view the settings and statistics for the customer account in the Street Smart account tool. New accounts, restrictions and permissions are managed by Cyclomedia.
- If you prefer to host the data on premise, Street Smart Server is available for an additional fee.
- For active customers with multiple data collections, the two most current GeoCyclorama collections are stored as high-definition 100-megapixel images. Unless prior arrangement is made, older years are resampled to 11 megapixels.

3.3.5 Developer Tools:

Street Smart APIs are industry standard Javascript APIs. Documentation, code examples and support are available through our website.

3.4. Acquisition

Cyclomedia's solution will provide the Client with high resolution, 100-megapixel images captured every 5-meters with high accuracy. Multiple images will be available in which to view, analyze, and measure assets.

In order to determine the proper coverage, Cyclomedia will refer to the Shapefiles provided by the Client that delineate the area to be driven in one or multiple passes. The Cyclomedia vehicle is equipped with a tracking device. This enables Cyclomedia managers to login and track the location of the driver.

Images will not be collected during rainstorms, dust storms, with snow cover, at night or during any other environmental factors that will obscure the image quality and detail. It is Cyclomedia's standard operating procedure that imagery is only collected when the sun angle is at least 12° above the horizon and with minimal moisture in the environment.

4. Production

During the image production phase, Cyclomedia will ensure that the imagery is of high quality and meets internal quality control standards for imagery including, at a minimum, images will be free of digital artifacts, excessive shadows, radiometric and tonal imbalance, glare, extreme contrast, smearing, warping or distortion of features, ghosting, voids, and artificial colorations.

The raw position measurements from the GPS/IMU sensors in the vehicle, plus the reference data from a network of permanent GNSS reference stations, are processed into an accurate position and orientation for each 360° image. Our patent portfolio enables Cyclomedia alone to construct geometrically correct 360° images from a moving vehicle, creating distortion-free street level imagery. Our unmatched location fidelity, with an average standard deviation across projects of 10 cm and approximately 3.9-inches allows our imagery to become a valuable GIS asset.

The five images captured by our camera unit at each recording point are prepared for editing including adjustment for white balance, chromatic aberration, de-mosaicking (color filter array interpolation), color artifacts reduction and tone mapping and then combined into a 360° view. Several different image operations are performed on the 360° image soon after, including local contrast enhancement, sharpening and adaptive histogram enhancements.

The LiDAR data is processed to produce a depth surface for Cyclomedia's MeasureSmart technology. MeasureSmart is enhanced measuring technology that relies on the depth surface rather than calculating location based on pixel locations in multiple GeoCycloramas. MeasureSmart makes measuring quicker and easier.

As soon as these steps are done, quality reports are automatically generated. These reports are used in the manual controls to approve a series of images. Images may be rejected after the automated reporting or after visual inspection. Examples of problems that are caught by the quality control process are over or underexposure, wide class differences between the front and rear camera, or high inaccuracy in the position. In addition, systematic series of images are randomly checked for visible defects, such as dirt or water on the lenses or low sun angle glare. Quality control requires that images in urban areas are visually inspected every tenth image and those in outlying areas are inspected every tenth image. In addition, the team will also check whether the recordings completely cover the project area.

This completeness check is done based on the recording locations compared with the Client's map or Open Street Map data stored by default in Street Smart. Images that have been rejected or areas that are missing will be redone in the rework process.

5. Schedule and Delivery

This Project covers the capture of approximately **410** miles. Cyclomedia will plan, drive, process, and perform quality control on the imagery commencing as soon as practical following the signing of the license agreement.

A driver can be expected to collect approximately 40 linear miles of data per day. This collection timeframe factors in a slower drive time in densely populated areas. At this rate, collection of this project will require an estimated three weeks of collection including contingency time for bad weather and missed days. Cyclomedia will make images accessible approximately four to six weeks after the start of image collection.

5.1. Data Dictionary

A project kickoff meeting is usually scheduled within the two weeks following the fully executed agreement or the official notice to proceed. During the kickoff meeting the standard definitions of each of the assets in the data dictionary and the attributes of each of them will be reviewed by Cyclomedia and the Client. At the completion of this kickoff meeting, Cyclomedia will send an email to the client confirming that the standard assets and attributes have been reviewed and agreed upon. The client is required to acknowledge confirmation by email that this has been completed and the client agrees. Any delays in receipt of the acknowledgement beyond 3 business days may result in a delay to the total project schedule.

If there is any lack of agreement, the sale staff will engage with the client to work out a written change order for the additional cost of non-standard assets or non-standard attributes. After the change order is fully executed, the process of confirming the revised data dictionary will begin again until Cyclomedia and the client have acknowledged agreement by email. Once there is acknowledged agreement of the data dictionary and all assets, the project will be scheduled.

5.2. Schedule for Data Collection and Publication

The schedule for data collection depends on geographic location, availability of systems and staff, and weather restrictions. Cyclomedia cannot accurately collect any data below

32 degrees F and cannot collect LIDAR with snow on the ground due to reflectivity. Typical schedule times are 3-6 weeks, more during the busy times of the year, or when awaiting snow melt to be complete.

Once initial data collection starts, the project proceeds forward in drive areas. The data is reviewed for quality and completeness by the Cyclomedia team and is then submitted for the automated processing using Cyclomedia's proprietary cloud software. The post-processed data is again reviewed for quality and is then published. The first images through this entire process will be published for the client to see approximately 6 weeks after the first drive is completed. Additional imagery will be published in cascading drives, and the final imagery will be published approximately 6 weeks after the final drive is completed. At times, the drives are non-contiguous such as when systems are redeployed due to weather delays and must then be rescheduled to complete the collection process. If the drive collects 95% of the agreed upon area of interest, Cyclomedia may determine that the drive is complete.

After the first several data sets have been published, if included in the contract, client training will be scheduled so that the client is given instruction on how to access and use the data sets as published.

5.3. Schedule for Data Extraction

Once the imagery is published, the process of extracting creates the data files of the assets and the attributes of each of the items included in the data dictionary. This step cannot begin until after imagery is complete and typically takes 30 days to schedule, but if data collection is part of the project, these 30 days can be covered by the data collection and publication process so that the data extraction can begin soon after publication.

Cyclomedia will prepare an initial data extraction on a small portion of the project (between 10 to 50 miles, or 100 – 200 property images or elevations), known as **Phase Zero**. This Phase Zero sample will be delivered to the client, the delivery manager will review the submittal with the Client during a project status meeting. The purpose of the status meeting and Phase Zero submittal is to confirm to the client that the deliverables are meeting the specifications of the data dictionary. If obvious issues are mutually discovered, the delivery manager will review the data dictionary specifications and take actions as appropriate. The Client shall have one week to further review the Phase Zero submittal and shall confirm in writing that the Phase Zero deliverable is appropriate for the project. Any issues or concerns by the Client that the Phase Zero deliverable is not conforming to the approved data dictionary shall immediately be brought to the attention of the deliver manager.

The project cannot continue until the client acknowledges that the Phase Zero deliverable complies with the data dictionary. Any delays in this acknowledgement may have DISPROPORTIONAL delays in the entire project as the extraction team may be redeployed to other projects.

Once the acknowledgement is completed, the data extraction will be scheduled and completed. All further Phase Deliverables will align with the Phase Zero specification.

Two weeks after the final deliverable to the Client, the project will be deemed accepted.

6. Quality Control

The recording of 3D Cycloramas takes place systematically and on a large scale. However, we do not lose sight of the details and we strive for the maximum coverage in each recording area.

The recording area is agreed upon with the customer before capture and will define the locations where images will be recorded. On roadways divided by a median, the images are recorded in both directions. We photograph all paved public roads. Private properties and Risk areas are excluded from capturing. Prior to delivery, we check the dataset for its completeness and quality and return to recapture any missing 3D Cycloramas, if necessary.

During capture, parts of the project area can be non-accessible because of construction, etc. Further, 3D Cycloramas can be rejected during the internal quality check. If more than three 3D Cycloramas in a row are missing and redrives are necessary, these streets will be captured again. Cyclomedia will only return for recapturing if more than 2% of the agreed project area is missing or doesn't meet the quality criteria.

6.1. Data Collection

Resolution: Cyclorama/360°image = 14400 x 7200 pixels (100 MP)

Field of View:

- Horizontal (HFOV): 360°
- Vertical (VFOV): 180° (in which part of the photography vehicle is visible and the lowest 30° is monochrome)

Spatial pixel size:

- Cyclorama: 0.025° (= 0.44 cm <0.17 in> at 10 m <33 ft> from the capture location)

Positioning quality:

- The average standard deviation of the position is 10 cm (4 in), while the orientation deviation is 0.1° (excluding in long tunnels, forested areas and urban canyons).

Metric Quality:

- Geometrically correct: The accuracy of the spatial angle between 2 pixels is 0.025° for HD-Cyclorama's, and 0.075° for standard resolution.
- Precise measurements of objects: X, Y and Z measurements have an average absolute standard deviation of 10 cm (4 in), excluding in long tunnels, forested areas and urban canyons.
- Precise measurements of distances: Measurement of heights, lengths or widths have a relative standard deviation of approximately 2 cm (0.79 in)
-
-

6.2. Data Extraction

Detection distance of objects:

- Objects > 25cm x 25 cm: up to 10 meters from the car
- Objects > 50cm x 50 cm: up to 30 meters from the car
- Both only when the object is visible in at least 1 image.
- Objects beyond 30 meters do not have a quality specification

Positional accuracy (absolute):

- The average standard deviation of all the measured points is 10 cm or 6" inches (1-σ) in all directions, except in long tunnels, woody areas, occluded areas and urban canyons where the positional accuracy is not specified.

Standard completeness/correctness of delivery:

- Goal is 95% of all the specified objects that are visible on the GeoCyclorama, and within distance spec. from the Cyclorama recording locations, are inventoried. Of the objects detected, 95% are expected to be accurately extracted and attributed.
- In tunnels, the objects are only inventoried if there is enough light to take photographs. Also, the positional accuracy will decrease inside tunnels.

- Quality control is done via a statistical process where the number of checks depends on the size of the dataset, based on the AQL method. 100% QA is not performed.

6.3. Conforming Data Quality

Cyclomedia will evaluate a random sample of data and if the quality is within the specifications, the data set is deemed accepted. Any correction of detected errors is at the sole option of Cyclomedia and does not change the acceptance of the entire data set. If the client does not provide written documentation of quality outside of specification within 15 days of delivery to the client, that data is deemed acceptance. Cyclomedia has 15 days from the receipt of any such documentation to respond, including if considered necessary by Cyclomedia, a plan to address the issues documented.

6.4. Cyclomedia Product Specifications:

Cyclomedia product offers and solutions are summarized in the above sections. Product specifications that define the details for Client deliverables are listed below and available as separate PDF documents upon request.

- Street Smart
- 3D GeoCyclorama
- LiDAR Point Cloud
- Blurring Process
- Data Analytics Standards by Vertical

6.5. Other

Unless specified elsewhere, hosting of delivered data in a GIS environment is not included or is provided at additional cost. If tax cutouts are included in the scope, there are additional requirements from the client to provide acceptable data to Cyclomedia to perform the project.

7. Training

Up to two (2) hours of remote web-based training is included with the license agreement. On-site training is also included as part of this project and will need to be scheduled with between a Cyclomedia Solution Engineer and the client. Please contact Cyclomedia for additional web-based training pricing. A technician is available to answer questions via email or phone for the duration of the license term.

8. Technical Support

Technical support services, via phone or email, are available via the Cyclomedia Service Desk contact form for all support cases is on our website at: <http://www.cyclomedia.com/us/support/contact-service-desk>. Typical response/resolution time for tech support inquiries is within 24 hours of initial contact.

9. Project Management

Cyclomedia will designate a Project Manager ("Cyclomedia PM") for this project who will be the main point of contact for all communication with the Client. The Cyclomedia PM will lead its project team and ensure the project progresses with minimal interruption to the proposed schedule.

10. Invoicing

Cyclomedia Technology Inc. will invoice as follows:

- 30% as a mobilization fee (\$18,450.00)
- Remaining 70% upon delivery of street level imagery (\$43,050.00).
- StreetSmart plug-ins (\$2,500.00)
- Asset inventory upon delivery of extracted data (\$158,670.00)
- Net 45-day payment terms

11. Final Delivery Report

The Final Delivery Report provides the Client with a summary of the overall miles driven, areas collected and positional accuracy of the recording points. Each GeoCyclorama has associated metadata with information on the date and time it was captured, the accuracy of the recording point, the spatial reference system, and camera system information. The accuracy of each recording point is reported to the Client geographically in a heat map as Figure 1 below demonstrates.



Figure 1. Green shows high positional accuracy, red is poor positional accuracy due to minimal GPS/IMU signal under urban canyons and dense vegetation.

Product Specification Traffic signs

Version USTrafficsign2022.2
December 2022
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cyclomedia



1. Product Overview

Cyclomedia's traffic sign product offers a sign and sign structure inventory for traffic and pedestrian signage along public roadways. All Extracted traffic signs will have a corresponding MUTCD code, corresponding with the MUTCD codes that can be found in [Traffic Signs – MUTCD Code list](#).

All signs extracted will have a child/parent relationship with the sign structure suspending the sign through the sign structure Id field. The front of the sign face needs to be visible within the imagery to be extracted.

2. Specifications

2.1 Key Features and Attributes

- **Traffic Sign**
 - Id
 - Structure ID
 - Location (XYZ)
 - Sign height
 - Sign width
 - Offset height
 - Offset distance
 - MUTCD Code
 - Beacon Presence
 - Face Direction
 - County Road Name
 - Travel Direction
 - Easting
 - Northing
 - ElevationRecordedAt
 - Street Smart URL
- **Sign Structure**
 - Id
 - Location (XYZ)
 - Post Type
 - Sign Count
 - Easting
 - Northing
 - Elevation
 - RecordedAt
 - Street Smart URL

2.2 Location

Traffic Sign

Traffic signs are inventoried as a point in the centre of each sign face. Sign dimensions are measured to the nearest inch.



2.3 Sign Support

Sign supports are inventoried as a point at the base of the sign structure. If the structure has one post, the point is placed at the base of the post. If multiple posts are present, the point is placed in the relative centre. Post types can either be wood, metal or other. Other will be used when the support's secondary purpose is to suspend a sign. Examples of this include but are not limited to streetlights, utility poles, bridges, traffic poles.

Metal Support:



Wood support:



Other support:



2.4 Accuracy and completeness

- Detection distance of objects:
 - Objects larger than 10 inches by 10 inches: up to 33 feet from the recording point,
 - Objects larger than 20 inches by 20 inches: up to 66 feet from the recording point,
 - Objects larger than 25 inches by 25 inches: up to 82 feet from the recording point.

- This only applies when the object is visible in at least 1 image.
- Objects beyond 82 feet from the recording location are not extracted.
- Positional accuracy of detected objects :
 - The relative accuracy of standard measurements is average 0.4 inches (1- σ), the absolute accuracy of any point in the LiDAR is average 4 inches (1- σ) and the precision of an extracted feature is average 6 inches (1- σ). Except in long tunnels, woody areas, occluded areas and urban canyons where the positional accuracy is not specified.
- In tunnels, the objects are only inventoried if there is enough light to take acceptable photographs. Also, the locational accuracy might decrease inside tunnels.
- Standard completeness/correctness of delivery:
 - Completeness: at least 95% of all the specified objects that are part of this product specification and are visible on the Cyclorama, and within distance specification from the Cyclorama recording locations, are inventoried.
 - Correctness: of the objects inventoried, each individual attribute type is subject to a 95% correctness. *Excluded from this quality statement is the attribute County Road Name. This Attribute field is population by a spatial join, which might not be accurate at intersections.*
- Quality control is done via a statistical process where the number of checks (sample size) depends on the size of the dataset, with sample size determined using random sampling methodology. 100% QA is not performed.

3. Delivery

3.1 Format

- The record contains 3D point objects in the corresponding coordinate system of LiDAR data.
- Extracted data available in relevant file formats:
 - ESRI Geo Database - Standard
 - Shapefiles - Upon Request
 - Comma-separated Values File - Upon Request

3.2 Data Structure and Types

For a detailed breakout of the individual attribute descriptions, and data types per feature please see the individual Feature Specification document. The following table will provide an overview of all attribution in the features above.

Feature Layer: Traffic Sign

Attribute*	Description	Data Type
ID	Unique Cyclomedia identifier.Ex: 8437105397817962039	Text
Sign Height	Height of sign rounded to the nearest 6 inches. Ex 36"	Double
Sign Width	Width of sign rounded to the nearest 6 inches. Ex: 36"	Double
Offset Height	Elevation distance from base of sign to nearest edge of pavement (Non Standard)	Double
Offset Distance	Distance from edge of sign to nearest edge of pavement (Non Standard)	Double
MUTCD Code	National MUTCD Code + 36 Unique signs in the Illinois State Supplement (R2-I108, R5-I106, R5-I100, R5-I107, R10-I105, R10-I104, R10-I102, R7-I101p, R12-I100, R12-I100a, R12-I101, R12-I100aP, R12-I102p, R12-I103p, R12-I104, R12-I105, R12-I106, R12-I107, R12-I108, R13-I100, R14-I100, D11-I100, M1-I100, S4-I100, S4-I101, S4-I103, S4-I104p, S4-I105, S4-I106p, W5-I100, W10-I100, W11-I100, W11-I101, W11-I102, W15-I100, W15-I100p)	Text
StructureID	Cyclomedia ID of sign structure the sign is attached to.	Text
Beacon Presence	Indicate the presence of a beacon or flag attached to the sign panel. (Y/N). (Non Standard)	Text
Face Direction	Heading of sign face where 0 represents North and 180 represents South.	Int
County Road Name	Field populated by the spatial join of Kane's road layer. The spatial join operation does not have a quality statement associated with it and may not be accurate at intersections.	Text
Travel Direction	Field populated by the travel direction field present in Kane's road layer.	Int
Easting	x coordinate of point in spatial reference system of data	Double

Attribute*	Description	Data Type
Northing	y coordinate of point in spatial reference system of data	Double
Elevation	z coordinate of point in spatial reference system of data	Double
Recorded At	Date and time of capture of cyclorama used for the recording. Ex: 2020-09-19 20:52:40.550	Date
Street Smart URL	StreetSmart link to asset location for visualization.	Text

* Yellow market attributes are Non-Standard.

Feature Layer: Sign Support

Attribute	Description	Data Type
ID	Unique Cyclomedia identifier.Ex: 8437105397817962039	Text
Post Type	Type of post used for structure. Full list includes: Wood, Metal, Other	Text
Sign Count	Total number of signs attached to sign structure. Ex: 4	Double
Easting	x coordinate of point in spatial reference system of data	Double
Northing	y coordinate of point in spatial reference system of data	Double
Elevation	z coordinate of point in spatial reference system of data	Double
Recorded At	Date and time of capture of cyclorama used for the recording. Ex: 2020-09-19 20:52:40.550	Date
Street Smart URL	StreetSmart link to asset location for visualization.	Text

3.3 Choice list Details

Attribute	Choice list Options
Beacon Presence	Yes, No
Post Type	Wood, Metal, Guardrail, Other

Traffic Signs – MUTCD Code list

Contents

Regulatory 31

Warning 38

Destination 44

Exit 47

Emergency 48

Informational 49

Route Markers and Shields 50

School 52

Recreation 53

Not Classified 56

This appendix contains the traffic sign catalogue that is included in the standard Cyclomedia traffic sign product. Signs which control car and truck street traffic but are not included in this list may be captured with a code value of “NA”.

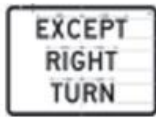
All MUTCD codes given are derived from the Manual on Uniform Traffic Control Devices for Streets and Highways 2009 edition



Regulatory



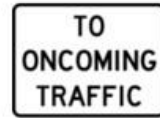
R1-1



R1-10P



R1-2



R1-2aP



R1-3P



R1-5



R1-5a



R1-5b



R1-5c



R1-6



R1-6a



R1-6b



R1-6c



R1-7



R1-8



R1-9



R1-9a



R10-10b



R10-10L



R10-10R



R10-11



R10-11a



R10-11b



R10-11c



R10-11d



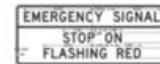
R10-12



R10-13



R10-14



R10-14a



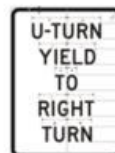
R10-14b



R10-15L



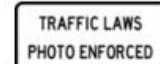
R10-15R



R10-16



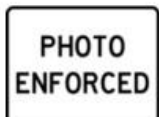
R10-17a



R10-18



R10-18a



R10-19aP



R10-19P



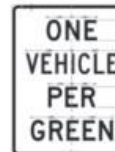
R10-20aP



R10-23



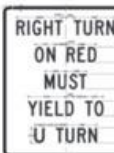
R10-27



R10-28



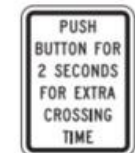
R10-29



R10-30



R10-31P



R10-32P



R10-5



R10-5a



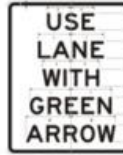
R10-6



R10-6a



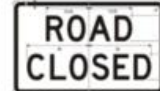
R10-7



R10-8



R11-1



R11-2



R11-3a



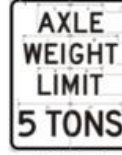
R11-3B



R11-4



R12-1



R12-2



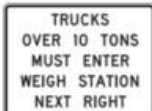
R12-3



R12-4



R12-5



R13-1



R14-1



R14-2



R14-3



R14-4



R14-5



R15-1



R15-2P



R15-3P



R15-4a



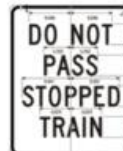
R15-4b



R15-4c



R15-5



R15-5a



R15-6



R15-6a



R15-7



R15-7a



R15-8



R16-1



R16-10



R16-11



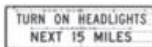
R16-4



R16-5



R16-6



R16-7



R16-8



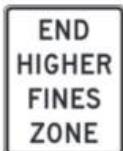
R16-9



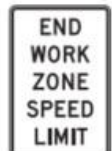
R2-1



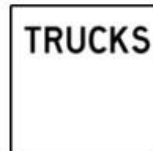
R2-10



R2-11



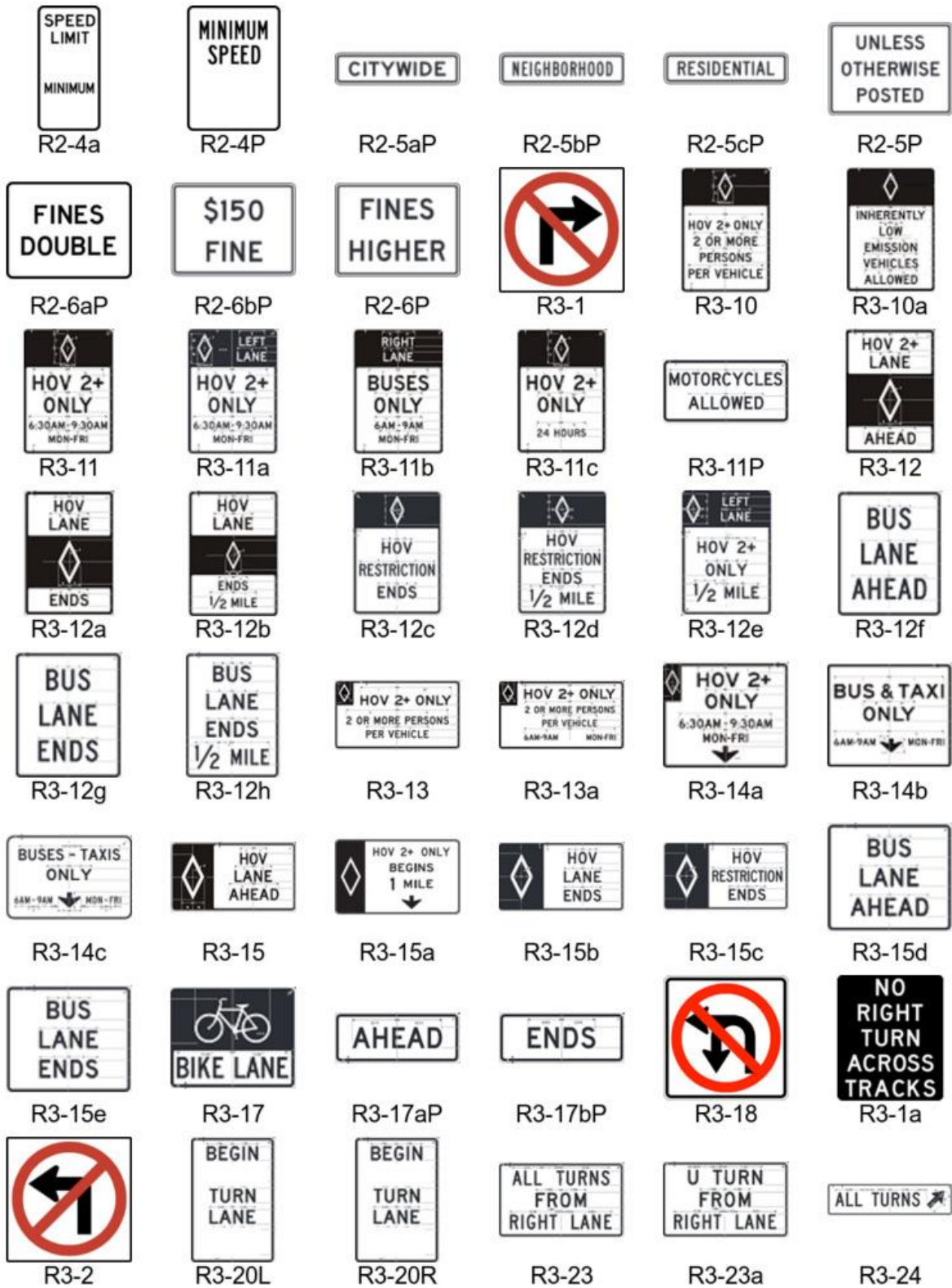
R2-12

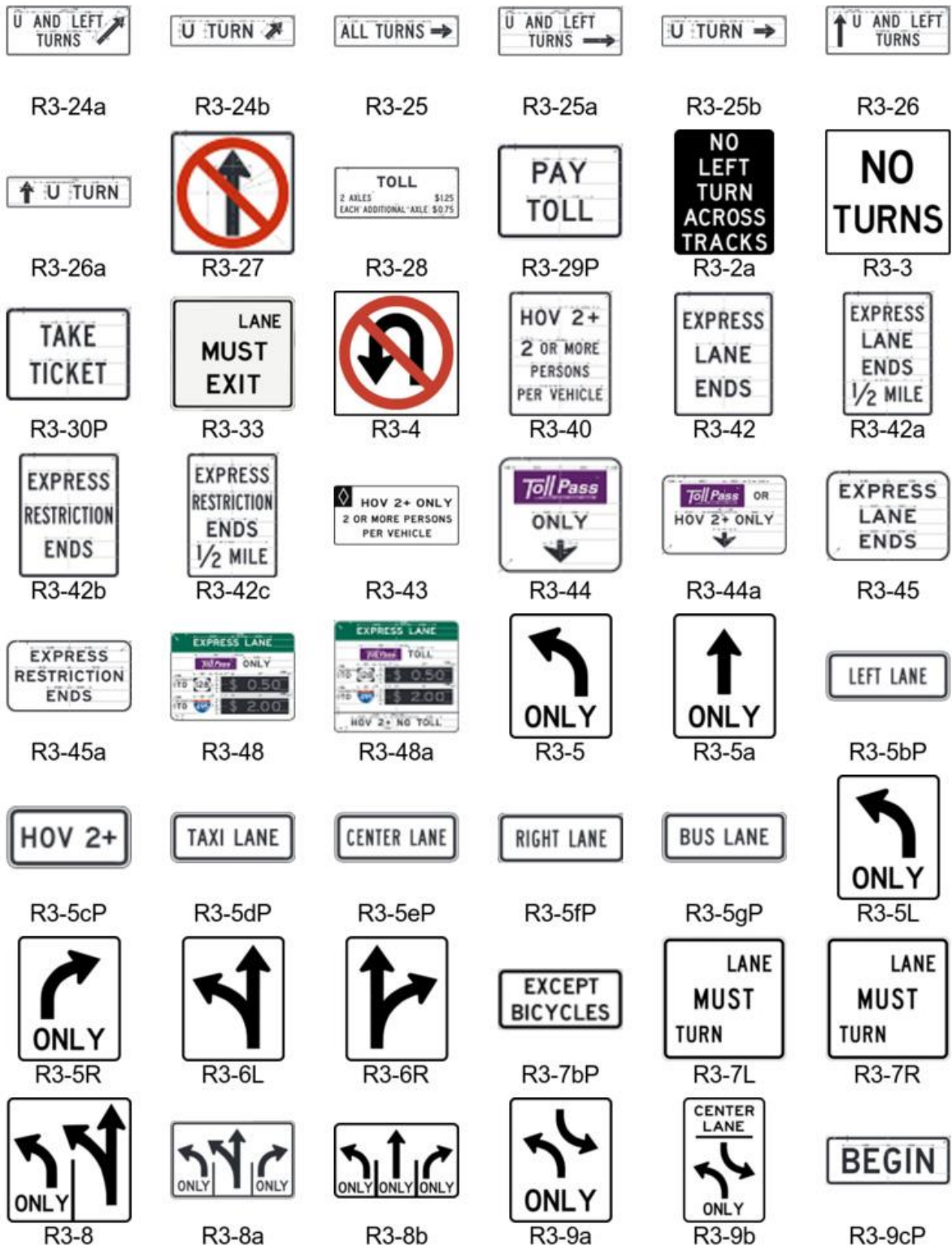


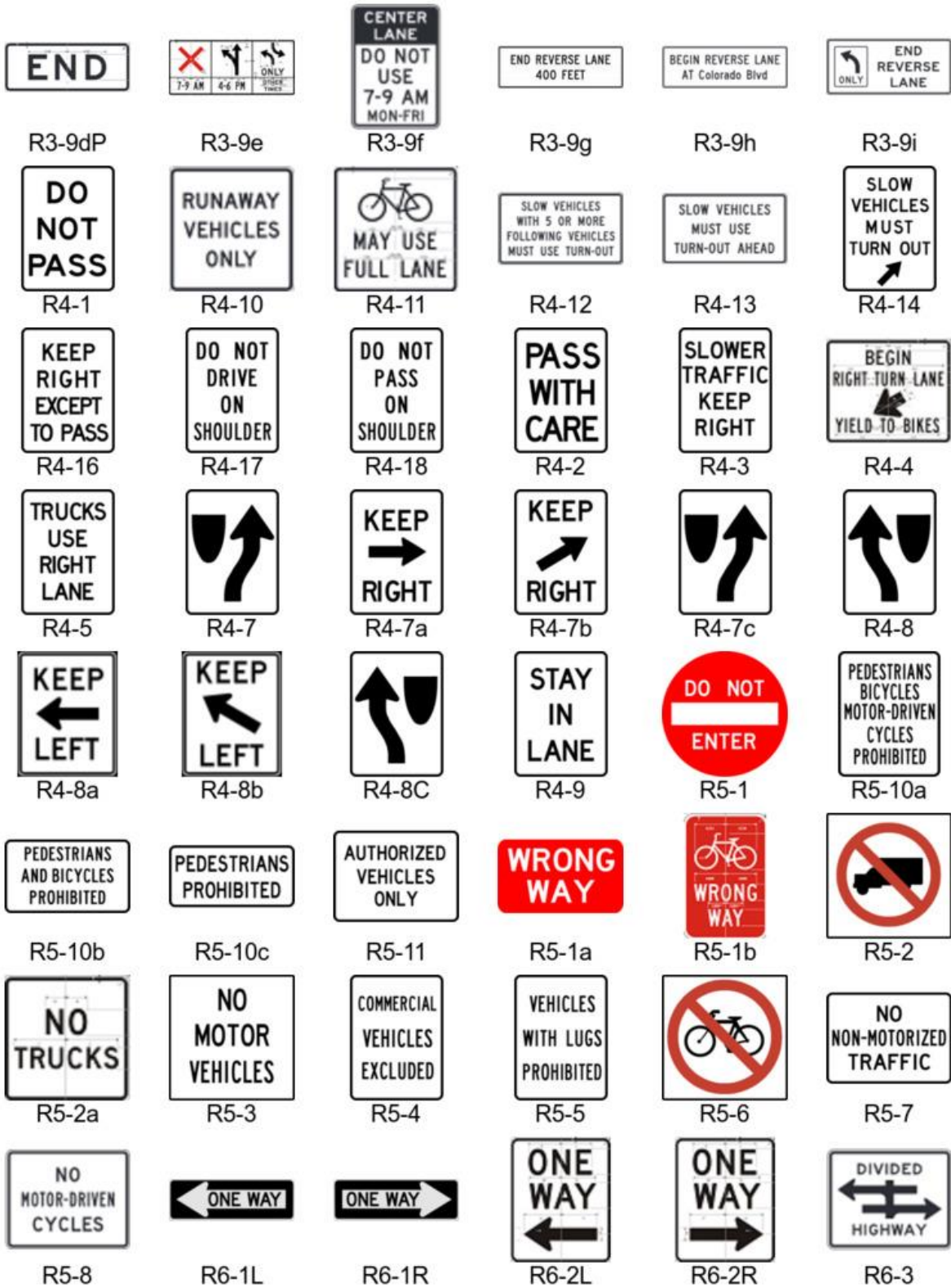
R2-2P



R2-3P









R6-3a



R6-4



R6-4a



R6-4b



R6-5P



R6-6



R6-7



R7-1



R7-107



R7-107a



R7-108



R7-2



R7-20



R7-200



R7-200a



R7-201aP



R7-201P



R7-202P



R7-203



R7-21



R7-21a



R7-22



R7-23



R7-23a



R7-2a



R7-3



R7-4



R7-5



R7-6



R7-7



R7-8



R7-8P



R7-9



R7-9a



R8-1



R8-10



R8-10a



R8-2



R8-3



R8-3a



R8-3bP



R8-3cP



R8-3dP



R8-3eP



R8-3fP



R8-3gP



R8-3hP



R8-4





R8-5



R8-6



R8-7



R8-8



R8-9



R9-13



R9-14



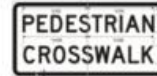
R9-23



R9-4

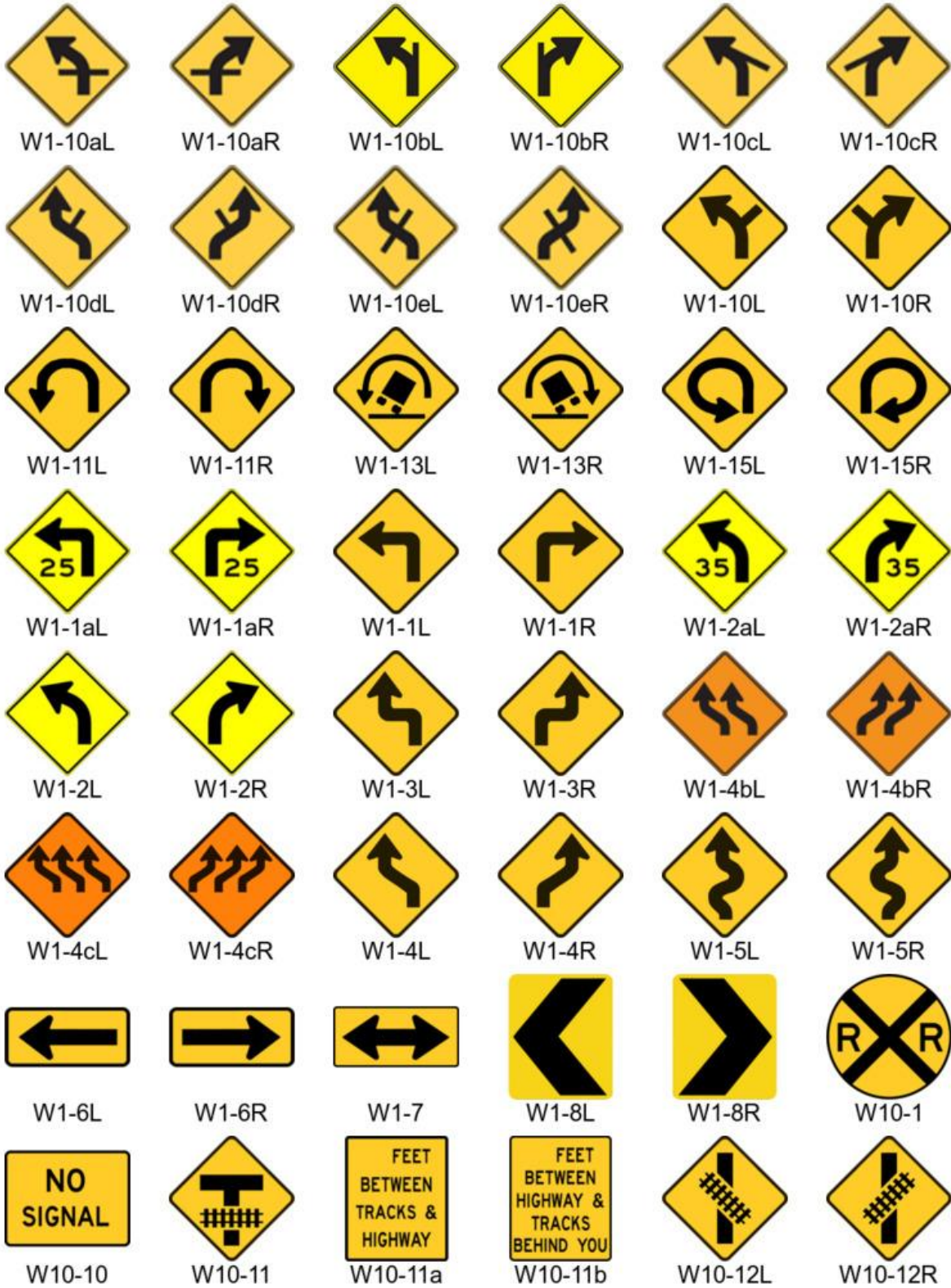


R9-4a

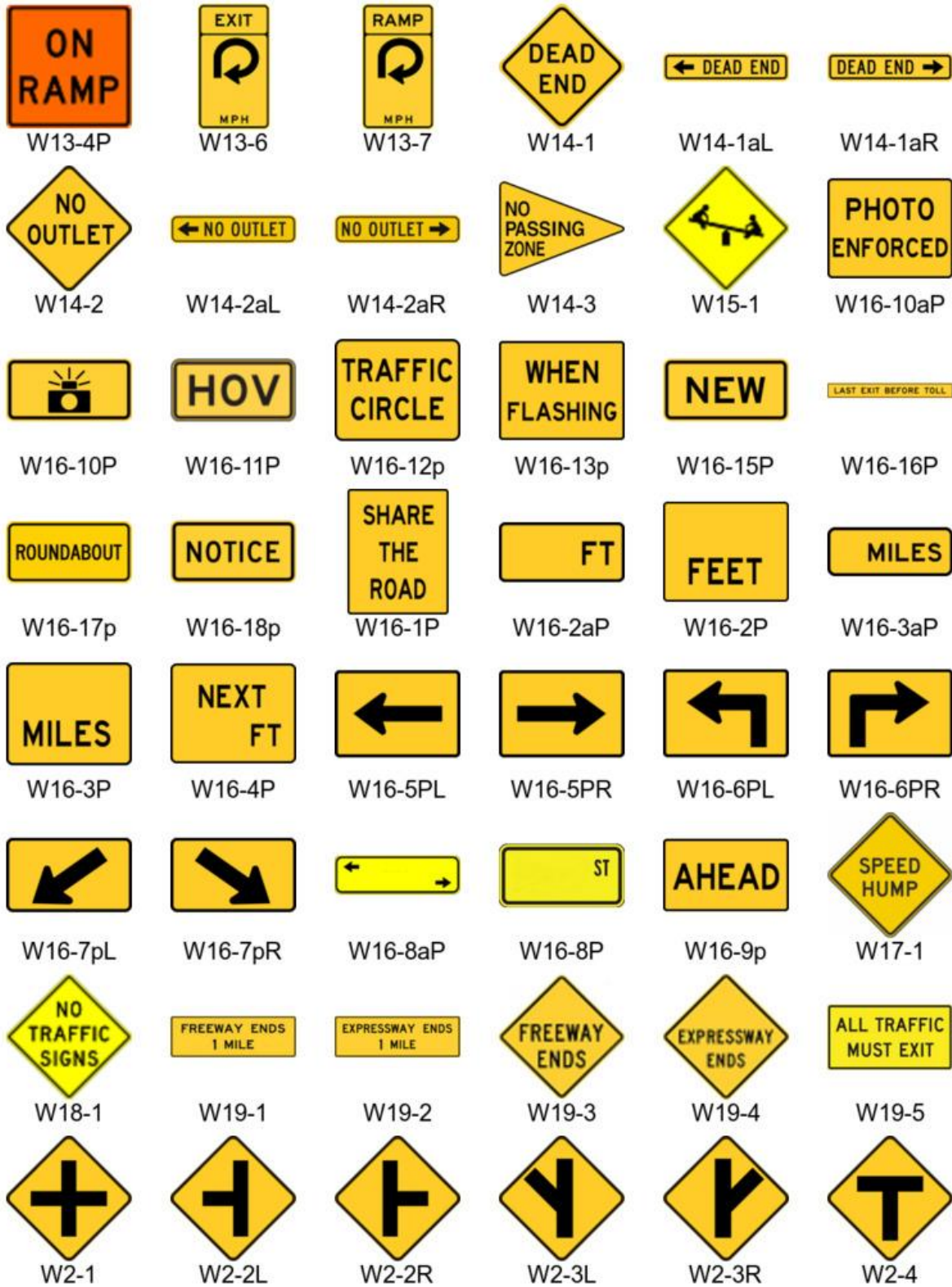


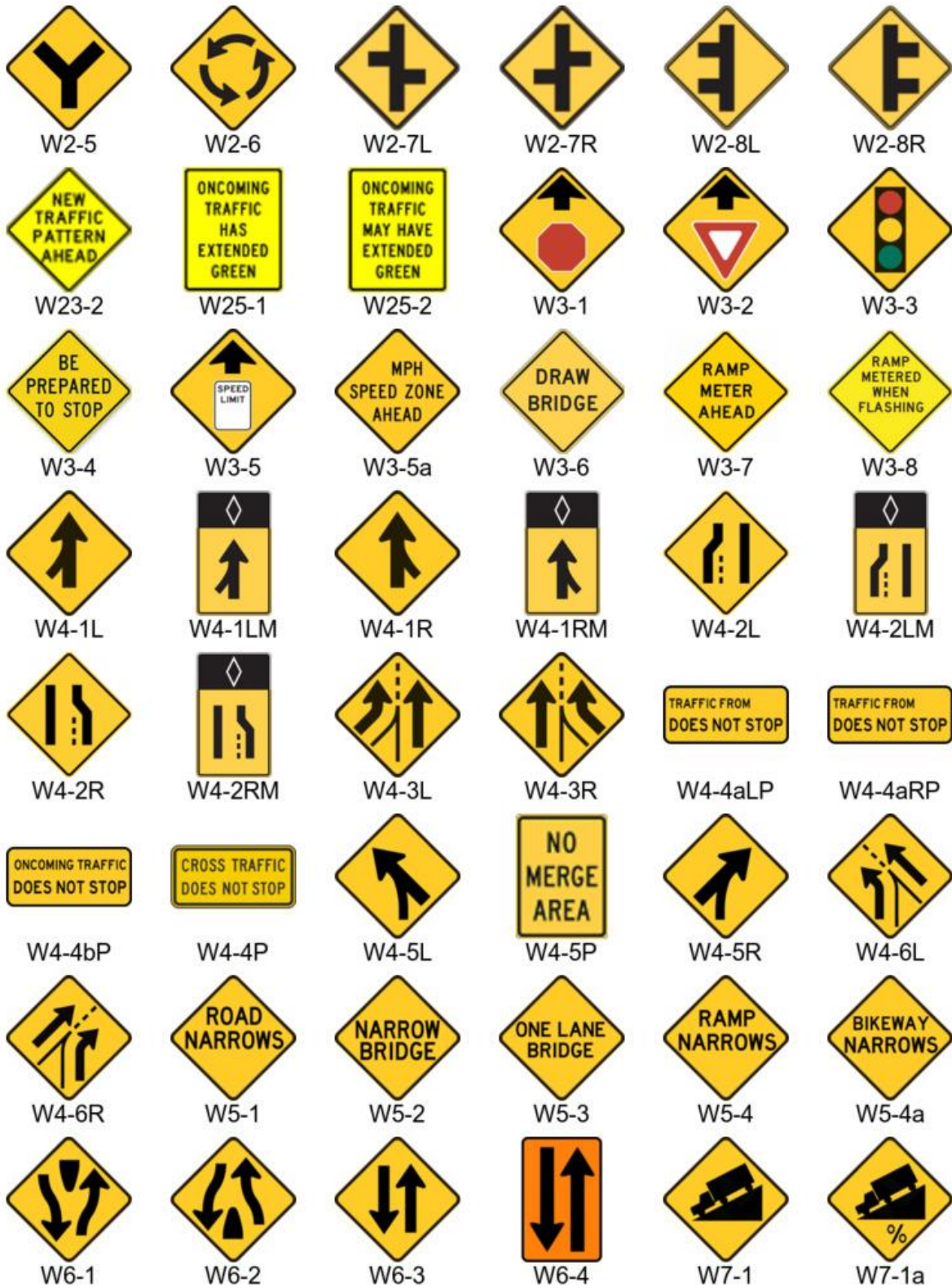
R9-8




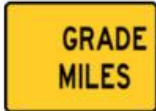

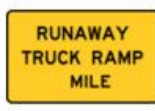










































Warning









 TRUCKS USE LOW GEAR	 USE LOW GEAR	 NEXT MILES	 GRADE MILES	 % GRADE	 RUNAWAY TRUCK RAMP MILE
W7-2bP	W7-2P	W7-3aP	W7-3bP	W7-3P	W7-4
 RUNAWAY TRUCK RAMP	 RUNAWAY TRUCK RAMP	 TRUCK ESCAPE RAMP	 SAND	 GRAVEL	 PAVED
W7-4bL	W7-4bR	W7-4c	W7-4dP	W7-4eP	W7-4fP
 BICYCLE	 HILL BLOCKS VIEW	 BUMP	 BICYCLE	 SLIPPERY WHEN WET	 UNEVEN LANES
W7-5	W7-6	W8-1	W8-10	W8-10P	W8-11
 NO CENTER STRIPE	 BRIDGE ICES BEFORE ROAD	 FALLEN ROCKS	 GROOVED PAVEMENT	 MOTORCYCLIST	 METAL BRIDGE DECK
W8-12	W8-13	W8-14	W8-15	W8-15P	W8-16
 CAR ON SHOULDER	 SHOULDER DROP-OFF	 CAR ON ROAD	 ROAD MAY FLOOD	 HEIGHT MARKER	 DIP
W8-17L	W8-17P	W8-17R	W8-18	W8-19	W8-2
 GUSTY WINDS AREA	 FOG AREA	 NO SHOULDER	 STEEL PLATE AHEAD	 SHOULDER ENDS	 PAVEMENT ENDS
W8-21	W8-22	W8-23	W8-24	W8-25	W8-3
 SOFT SHOULDER	 CAR ON ROAD	 ICE	 STEEL DECK	 EXCESS OIL	 WHEN WET
W8-4	W8-5	W8-5aP	W8-5bP	W8-5cP	W8-5P
 TRUCK CROSSING	 LOOSE GRAVEL	 ROUGH ROAD	 LOW SHOULDER	 LEFT LANE ENDS	 RIGHT LANE ENDS
W8-6	W8-7	W8-8	W8-9	W9-1L	W9-1R



W9-2L



W9-2R



W9-6



W9-6a



W9-6aP



W9-6P



W9-7L



W9-7R

Destination



D3-1



D3-1a



D1-1



D1-1a



D1-1b



D1-1c



D1-1d



D1-1e



D1-2



D1-2a



D1-2b



D1-2c



D1-2d



D1-3



D1-3a



D1-3b



D1-3c



D1-3d



D1-5



D10-1



D10-1a



D10-2



D10-2a



D10-3



D10-3a



D10-4



D10-5



D11-1



D11-1a



D11-1bP



D11-1c



D11-2



D11-3



D11-4



D12-1



D12-2



D12-3



D12-4



D12-5



D12-5a



D13-1



D13-2



D13-3



D13-3a



D14-1



D14-2



D14-3



D15-1



D17-1



D17-2



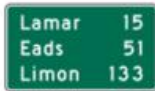
D17-7



D2-1



D2-2



D2-3



D3-2



D4-1



D4-2



D4-3



D5-1



D5-11



D5-12



D5-12P



D5-13



D5-14



D5-15



D5-16



D5-2



D5-2a



D5-5



D5-6



D5-7



D5-8



D6-4



D6-4a



D8-1



D8-2



D8-3



D9-1



D9-10



D9-11



D9-11a



D9-11b



D9-11bP



D9-11c



D9-12



D9-13



D9-13aP



D9-13bP



D9-13cP



D9-13dP



D9-14



D9-15



D9-16



D9-17P



D9-18



D9-18a



D9-18b



D9-18c



D9-2



D9-20



D9-20aP



D9-21



D9-22



D9-3



D9-3a



D9-4



D9-6



D9-6P



D9-7







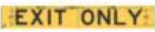





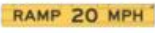













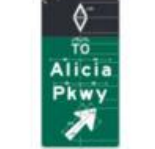



D9-8



D9-9

Exit

					
E1-5aP	E1-5bP	E1-5P	E11-1	E11-1a	E11-1b
					
E11-1c	E11-1d	E11-1e	E11-1f	E11-2	E13-1P
					
E13-2	E5-1	E5-1a	E5-1bP	E5-1c	E5-3
					
E6-2	E6-2a	E8-1	E8-1a	E8-2	E8-2a
					
E8-3	E8-4	E8-5	E8-6		

Emergency



EM-1



EM-1a



EM-2



EM-3



EM-4



EM-5



EM-6a



EM-6b



EM-6c



EM-6d



EM-7a



EM-7b



EM-7c



EM-7d

Informational



I-11



I-12



I-13



I-2



I-3



I-5



I-6



I-7



I-8



I-9



I1-1

Route Markers and Shields



M1-1



M1-10



M1-2



M1-3



M1-4



M1-5



M1-6



M1-7



M1-8



M1-8a



M1-9



M2-1



M2-2



M3-1



M3-2



M3-3



M3-4



M4-1



M4-14



M4-15



M4-16



M4-17



M4-18



M4-1a



M4-2



M4-20



M4-3



M4-4



M4-5



M4-6



M4-7



M4-7a



M5-1L



M5-1R



M5-2L



M5-2R



M5-3L



M5-3R



M5-4



M5-5



M5-6



M6-1L



M6-1R



M6-2aL



M6-2aR



M6-2L



M6-2R



M6-3



M6-4



M6-5L



M6-5R



M6-6L



M6-6R



M6-7L



M6-7R

School



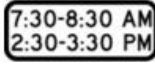
S1-1



S3-1



S3-2



S4-1P



S4-2P



S4-3P



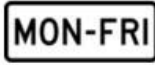
S4-4P



S4-5



S4-5a



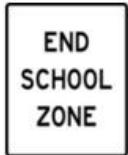
S4-6P



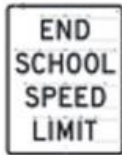
S4-7P



S5-1



S5-2



S5-3

Recreation





RS-063



RS-064



RS-067



RS-068



RS-070



RS-071



RS-073



RS-076



RS-077



RS-078



RS-079



RS-080



RS-081



RS-082



RS-083



RS-084



RS-085



RS-086



RS-087



RS-088



RS-089



RS-090



RS-091



RS-092



RS-093



RS-094



RS-095



RS-096



RS-097



RS-098



RS-099



RS-101



RS-102



RS-103



RS-104



RS-105



RS-106



RS-107



RS-108



RS-109



RS-111



RS-112



RS-113



RS-114



RS-115



RS-116



RS-117



RS-118



RS-119



RS-120



RS-121



RS-122



RS-123



RS-125



RS-126



RS-127



RS-128



RS-129



RS-137



RS-138



RS-140



RS-141



RS-142



RS-143



RS-144



RS-145



RS-146



RS-147



RS-148



RS-149



RS-150



RS-200

Not Classified



NA

Visualize a better world.

cyclomedia

Geo Data Driven Insights

Product Specification Road Markings

Version USroadmarkings2022.1
December 2022
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cyclomedia



4. Product Overview

Cyclomedia's road markings package offers a full roadway inventory of all painted markings on the road surface used to control and direct traffic.

5. Specifications

5.1 Key Features and Attributes

- **Pavement Messages**

- Id
- Type
- Easting
- Northing
- Elevation
- RecordedAt
- Street Smart URL

- **Pavement Striping**

- Id
- Color
- Pattern
- Width
- Length (ft)
- RecordedAt
- Street Smart URL

5.2 Location

The pavement messages are recorded as a point, pavement striping as (poly)line. Some examples of how the pavement messages and the pavement striping is captured are given in chapter 4.

5.3 Pavement Striping

Example of a single white line:



Example of a double yellow line:



Example of a single dashed line:



Example of a double dashed line:



Example of a solid-dashed line:



Example of a dotted/lane drop line:



5.4 Pavement Messages

Example of Arrow_Straight_Left and Arrow_Straight_Right:



Example of School:



Example of Only:

Example of Bike_Symbol:





Example of Stop:



Example of Arrow_Straight:



5.5 Accuracy and completeness

- Detection distance of objects:
 - Objects larger than 10 inches by 10 inches: up to 33 feet from the recording point,
 - Objects larger than 20 inches by 20 inches: up to 66 feet from the recording point,
 - Objects larger than 25 inches by 25 inches: up to 82 feet from the recording point.
 - This only applies when the object is visible in at least 1 image.
 - Objects beyond 82 feet from the recording location are not extracted.
- Positional accuracy of detected objects:
 - The relative accuracy of standard measurements is average 0.4 inches ($1 - \sigma$), the absolute accuracy of any point in the LiDAR is average 4 inches ($1 - \sigma$) and the precision of an extracted feature is average 6 inches ($1 - \sigma$). Except in long tunnels, woody areas, occluded areas and urban canyons where the positional accuracy is not specified.
- In tunnels, the objects are only inventoried if there is enough light to take acceptable photographs. Also, the locational accuracy might decrease inside tunnels.
- Standard completeness/correctness of delivery:
 - Completeness: at least 95% of all the specified objects that are part of this product specification and are visible on the Cyclorama, and within distance specification from the Cyclorama recording locations, are inventoried.
 - Correctness: of the objects inventoried, each individual attribute type is subject to a 95% correctness.
- Quality control is done via a statistical process where the number of checks (sample size) depends on the size of the dataset, with sample size determined using random sampling methodology. 100% QA is not performed.

6. Delivery

6.1 Format

- The record contains 3D point and line objects in the corresponding coordinate system.
- For delivery of the pavement messaging asset, Cyclomedia will run a geoprocessing tool to convert the feature from an x,y point to a two (2) point line.
- The record is available in relevant file formats:
 - ESRI Shapefile.
 - In Street Smart (if applicable, on customer request).

6.2 Data Structure

For a detailed breakout of the individual attribute descriptions, and data types per feature please see the individual Feature Specification document. The following table will provide an overview of all attribution in the features above.

Feature Layer: Pavement Messages (point features)

Attribute	Description	Data Type
ID	Unique Cyclomedia identifier.Ex: 8437105397817962039	Text
Type	Type of pavement message or symbol. For type list see paragraph 3.3	Text
Easting	x coordinate of point in spatial reference system of data	Double
Northing	y coordinate of point in spatial reference system of data	Double
Elevation	z coordinate of point in spatial reference system of data	Double
Recorded At	Date and time of capture of cyclorama used for the recording. Ex: 2020-09-19 20:52:40.550	Date
Street Smart URL	StreetSmart link to asset location for visualization.	Text

Feature Layer: Pavement Striping (line features)

Attribute	Description	Data Type
ID	Unique Cyclomedia identifier.Ex: 8437105397817962039	Text
Color	Color of pavement striping. For type list see paragraph 3.3.	Text
Pattern	Type of striping pattern. For type list see paragraph 3.3.	Text
Width	Width of the striping: 4, 6, 8, or 12 inch	Int
Length	Length of line rounded to 2 decimal places	Double

Recorded At	Date and time of capture of cyclorama used for the recording. Ex: 2020-09-19 20:52:40.550	Date
Street Smart URL	StreetSmart link to asset location for visualization.	Text



6.3 Choicelist Details


















Pavement Messages (point features)




Attribute	Choicelist Options
Type	STOP, Stop_Bar, YIELD, Arrow_Left, Arrow_Right, Railroad_Crossing, AHEAD, Arrow_Straight, Arrow_Straight_Left, Arrow_Straight_Right, Arrow_Merge, Arrow_Straight_Left_Right, Bike_Symbol, Crosswalk, BIKE, BUS, CLEAR, HERE, KEEP, LANE, MERGE, ONLY, SCHOOL, SIGNAL, SLOW, attributed Other if outside of list.

Pavement Striping (line features)

Attribute	Choicelist Options
Color	White, Yellow, attributed Other if outside of list.
Pattern	Single, Double, Single Dashed, Double Dashed, Solid-Dashed, Dotted/Lane Drop, attributed Other if outside of list.
Width	4, 6, 8, 12

7. Example of Road markings

Classification	Example	Capture
Single		Line measurement along the entire mark 
Single Dashed		Line measurement along the entire mark 
Interrupted/ Dashed centerline		Line measurement along the entire mark 
Double		Simple line measurement along the entire marking 
Double Dashed		Simple line measurement along the entire marking 
Dotted / Lane Drop		Line measurement along the entire mark 
Solid-Dashed		Simple line measurement along the entire marking 
Bike		Point measurement in the upper real corner of the mark 
Label	STOP	Point measurement in the upper rightcorner of the marker  Also applies for other text labelslike BUS / TAXI / Etc.
Numbers	50	Point measurement in the upper rightcorner of the marker

Classification	Example	Capture
		 <p>also applies for other numbers like 30</p>
Zone marking		<p>Point measurement in the upper rightcorner of the marker</p> 
Other		<p>All other symbols on the street like crosses etc.</p> <p>Point measurement in the Center of the Symbol/Marking</p>

Visualize a better world.

cyclomedia
Geo Data Driven Insights

EXHIBIT “B”

PREVAILING WAGE RATES

It is the policy of the State of Illinois as declared in the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) “that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works”.

The CONSULTANT agrees to pay, when applicable, the current Illinois Department of Labor Prevailing Wage Rates for all County of Kane projects. Current prevailing wage rates are available from the Illinois Department of Labor at their website: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

Prevailing wage rates are subject to revision monthly. The CONSULTANT acknowledges its responsibility, for payment of any applicable future adjustment thereof.

The CONSULTANT further acknowledges its responsibility to notify any sub-consultant of the applicability of the Prevailing Wage Act.

When applicable, the CONSULTANT agrees to provide the Kane County Division of Transportation “certified payrolls” as required by the Prevailing Wage Act.

Applied Pavement Technology, Inc.
Company Name



Signature of Officer of Company

Vice President
Title

October 6, 2022
Date

October 6, 2022

Campaign Finance

APTech has not contributed to any political campaign funds within the past 12 months.

List of Stockholders

Shareholder	Address	No. of Shares	Percentage
Kathryn A Zimmerman	412 W Nevada, Urbana, IL 61801	1000	4.938%
David G Peshkin	1711 Brighton Ct, Champaign IL 61822	1000	4.938%
Margaret R Covalt	1343 West Placita Salubre, Green Valley AZ 85622	1000	4.938%
Kurt D Smith	3 Kelley Ct., Paxton IL 60957	3600	17.778%
Monty J Wade	1509 Riverwood Point, Mahomet IL 61853	3600	17.778%
Kyle M Potvin	6438 Nature Valley Drive, Waunakee WI 53597	2000	9.877%
Todd E Hoerner	4609 Brittany Trail Drive, Champaign IL 61822	1500	7.407%
Genevieve E Long	1810 Maynard Drive, Champaign IL 61822	1500	7.407%
Stephanie M Slife	2105 Bristol Road, Champaign IL 61821	1500	7.407%
Stephen B Seeds	1510 Yellowjacket Rd, Reno NV 89521	750	3.704%
James E Bruinsma	24535 Lancelot Lane, Shorewood, IL 60404	750	3.704%
Laura J Raczkowski	1915 Savanna Dr, Champaign, IL 61822	400	1.975%
Kelly L Smith	17 Sand Lake Rd, Monticello, IL 61856	400	1.975%
Mark P Gardner	3802 Top Rock Lane, Round Rock, TX 78681	400	1.975%
Peter-Paul Dzwilewski	8440 Golf Lane Dr., Commerce Township, MI 48382	250	1.235%
Brad W. Allen	37 Davis Ave., Albany, NY 12203	250	1.235%
Prashant V. Ram	910 Washington St. APT #D, Evanston, IL 60202	200	0.988%
Nancy Laffey	107 N. 15 th St., Wilmington, NC 28401	150	0.741%

Sincerely,

Applied Pavement Technology, Inc.



Monty Wade, P.E.

President

Applied Pavement Technology, Inc.

115 West Main Street, Suite 400

Urbana, Illinois 61801

(217) 398-3977 (217) 398-4027 appliedpavement.com

Providing engineering solutions to improve pavement performance.

Illinois • Nevada • New York • Texas • Washington • Wisconsin

October 6, 2022

Campaign Finance

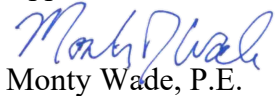
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Urbana, Illinois 61801

(217) 398-3977 (217) 398-4027 appliedpavement.com

Providing engineering solutions to improve pavement performance.

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Line Item: 301.520.521.52100

Line Item Description: Bridge Inspections

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving an Engineering Services Agreement with H.R. Green, Inc. of Aurora, Illinois for 2023 Structure Safety Inspections, Kane County Section No. 22-00559-00-EG

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? YES	Appropriation Amount: \$366,508.00
If not budgeted, explain funding source: N/A	

Summary:

The National Bridge Inspection Standards (NBIS) establish the requirements for structure inspection procedures, frequency of inspections, qualifications of personnel, inspection reports and related matters. Within the state of Illinois, IDOT enforces these standards on all bridges open to public traffic.

Appropriately qualified personnel are to inspect structures, and the findings are submitted to IDOT for inclusion in the state and national databases. Bridges found to be deficient are monitored. Some structures may require a reduction of load, and ultimately, prompt programming of funds towards a rehabilitation or replacement improvement. This work includes in-depth structure inspections, loads ratings, and various on-call services.

In 2022, KDOT staff utilized the Kane County QBS process to select H.R. Green, Inc., as the preferred consultant to conduct this work. The project was advertised in 2022, with the option, at the County's discretion, to enter into separate agreements for 2023 and 2024.

Staff has negotiated an agreement to complete the 2023 work in an amount not to exceed \$366,508.00

**AGREEMENT BETWEEN THE COUNTY OF KANE
AND H.R.GREEN, INC. FOR PROFESSIONAL ENGINEERING
SERVICES FOR THE 2023 STRUCTURE SAFETY INSPECTION PROGRAM
KANE COUNTY SECTION NO. 22-00559-00-EG**

PURCHASE ORDER #2022-XXX

This AGREEMENT made this 10th day of January 2023 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the “COUNTY”), and, H.R. GREEN, INC., an Iowa corporation authorized to conduct business in the state of Illinois and an Illinois licensed professional engineering firm with offices at 2363 Sequoia Drive, Suite 101, Aurora, Illinois 60506 (hereinafter referred to as the “CONSULTANT”). The COUNTY and the CONSULTANT are sometimes hereinafter collectively referred to as the “PARTIES” and individually as a “PARTY”.

WITNESSETH

WHEREAS, it is deemed to be in the best interest of the COUNTY and the motoring public to improve and maintain the various highways throughout Kane County; and,

WHEREAS, professional engineering services are required for the ongoing inspection of various in-service highway bridge structures located throughout Kane County (hereinafter referred to as the “PROJECT”); and

WHEREAS, the PROJECT is mandated by the federal Surface Transportation Assistance Act of 1978; and,

WHEREAS, the CONSULTANT has experience and professional expertise in design engineering services and is willing to perform said services for the Project in an amount not to exceed Three Hundred Sixty-Six Thousand Five Hundred Eight Dollars and No Cents (\$366,508.00); and

WHEREAS, the COUNTY has determined that it is in the COUNTY’S best interest to enter into this AGREEMENT with the CONSULTANT.

NOW, THEREFORE, in consideration of the above stated preambles, the mutual covenants and agreements herein set forth, the PARTIES do hereby mutually covenant, promise, agree and bind themselves as follows:

1.0 INCORPORATION

1.1 All of the preambles set forth hereinabove are incorporated into and made part of this AGREEMENT.

2.0 SCOPE OF SERVICES

2.1 Services for the PROJECT are to be provided by the CONSULTANT according to the specifications set forth in Exhibit “A” which is attached hereto and

incorporated herein. The services are sometimes hereinafter also referred to as the “work”.

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed with the work described and as otherwise set forth in Exhibit “A” shall be given on behalf of the COUNTY by the Kane County Engineer, in the form of a written notice to proceed (hereinafter “Notice to Proceed”), following execution of this Agreement by the County Board Chairman of the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

4.1 The prior written approval of the Kane County Engineer shall be required before any technical sub-consultants are hired by the CONSULTANT to perform any of the work.

4.2 Any such sub-consultants shall be hired and supervised by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultants in the same manner and with the same liability as if performed by the CONSULTANT.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work on the PROJECT as directed in the Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed prior to the date of the Notice to Proceed or after termination of this AGREEMENT.

5.2 Within ten (10) days after the Notice to Proceed is mailed or otherwise transmitted to the CONSULTANT, the CONSULTANT shall submit a schedule for completion of the PROJECT. The schedule is subject to approval by the County Engineer.

6.0 COMPENSATION

6.1 The COUNTY shall only pay the CONSULTANT for work performed and shall pay only in accordance with the provisions of this AGREEMENT.

6.2 For work performed, the COUNTY shall pay the CONSULTANT based upon actual hourly rates for personnel working on the PROJECT. The average hourly rates and hourly rate ranges are set forth in Exhibit “B”, which is attached hereto and incorporated herein and which rates include overhead and profit.

6.3 For direct expenses, the COUNTY shall pay the CONSULTANT for supplies and materials required for the completion of all work defined in the exhibit(s) attached hereto

- 6.4 For direct expenses, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY. Computer charges will not be allowed as direct expenses.
- 6.5 Within 45 days of receipt, review and approval of properly documented invoices, the COUNTY shall pay or cause to be paid to the CONSULTANT partial payments of the compensation specified in this AGREEMENT. Payment will be made in the amount of sums earned less previous partial payments. However, the COUNTY reserves the right to hold back a sum equal to five percent (5%) of the total contract sum to ensure performance satisfactory to the Kane County Engineer.
- 6.6 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not exceed Three Hundred Sixty-Six Thousand Five Hundred Eight Dollars and No Cents (\$366,508.00)
- 6.7 The CONSULTANT shall use the COUNTY'S Automatic Clearing house (ACH) payment program.

7.0 DELIVERABLES.

- 7.1 The CONSULTANT shall provide the COUNTY, prior to the termination of this AGREEMENT, or at such time as the Kane County Engineer directs, any required deliverables related to work performed under this AGREEMENT.
- 7.2 Upon receipt, review and acceptance of all deliverables by the COUNTY (if required), final payment will be made to the CONSULTANT by the COUNTY.

8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT and any sub-consultants shall, during the term of this AGREEMENT and as may be required thereafter, maintain, at its sole expense, insurance coverage including:
 - A. Worker's Compensation Insurance in the statutory amounts.
 - B. Employer's Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) each accident/injury and Five Hundred Thousand Dollars (\$500,000) each employee/disease.
 - C. Commercial General Liability Insurance, (including contractual liability) with limits of not less than One Million Dollars (\$1,000,000) per occurrence bodily injury/property damage combined single limit; Two Million Dollars (\$2,000,000) excess liability coverage in the aggregate for injury/property damage combined single limit and Two Million Dollars (\$2,000,000) in the aggregate for products-completed operations.

- D. Commercial Automobile Liability Insurance with minimum limits of at least One Million Dollars (\$1,000,000) for any one person and One Million Dollars (\$1,000,000) for any one occurrence of bodily injury or property damage.
- E. Professional Errors and Omissions Insurance with a minimum limit of One Million Dollars (\$1,000,000).

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S certificates of insurance before issuance of the Notice to Proceed. The certificate(s) of insurance shall indicate the County of Kane as the Certificate Holder and shall also indicate the Section Number and Purchase Order as set forth in the title to this Agreement. The CONSULTANT shall provide to the COUNTY and maintain a certificate of insurance for its General Liability Policy which certificate shall include the COUNTY as additional named insured. The additional named insured endorsement included on the CONSULTANT'S Commercial General Liability policy will provide the following:

- A. That the coverage afforded the additional insured will be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the CONSULTANT;
- B. That if the additional insured has other insurance which is applicable to the loss, such other insurance will be only on an excess or contingent basis;
- C. That the amount of the CONSULTANT'S liability under the insurance policy will not be reduced by the existence of such other insurance; and,
- D. That the certificate of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, nor renewal refused until at least thirty (30) days prior written notice has been given to COUNTY.

The insurance required to be purchased and maintained by CONSULTANT shall be provided by an insurance company acceptable to the County with an AM Best rating of A- or better, and licensed to do business in the State of Illinois; and shall include at least the specified coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater. In no event shall any failure of the COUNTY to receive policies or certificates of insurance or to demand receipt of the same be construed as a waiver of the CONSULTANT'S obligation to obtain and keep in force the required insurance.

9.0 INDEMNIFICATION.

9.1 To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the COUNTY, and its officials, directors, officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including but not limited to court costs and reasonable attorney's fees, arising out

of or resulting from performance of the work, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property but only to the extent caused in whole or in part by negligent acts or omissions of the CONSULTANT, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by the negligence of the COUNTY. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a PARTY or person described in this paragraph. In claims against the COUNTY and its officials, directors, officers, agents, and employees by an employee of the CONSULTANT, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or a sub-consultant under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts, to defend any claims, actions or suits brought against them.
- 9.3 If any errors, omissions, intentional or negligent acts are made by the CONSULTANT or sub-consultant in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY.
- 9.4 Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for the quality of the work, nor of the CONSULTANT'S liability for loss or damage to property or persons resulting therefrom.

10.0 SATISFACTORY PERFORMANCE.

- 10.1 The CONSULTANT'S and sub-consultant's standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly accepted in the industry in the Chicago Metropolitan area.

11.0 CONFLICT OF INTEREST.

- 11.1 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

11.2 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Purchasing Act; and further 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 Illinois Criminal Code (Illinois Compiled Statutes, 1992, Chapter 720, paragraph 5/33E-3).

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, computations and any other document prepared by the CONSULTANT under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY within ninety (90) days of written request therefor.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT.

13.0 COMPLIANCE WITH STATE AND OTHER LAWS – PREVAILING WAGE ACT.

13.1 The CONSULTANT and sub-consultants will comply with all State, Federal and Local statutes, ordinances and regulations; and will obtain all permits as are applicable.

13.2 The CONSULTANT and any sub-consultants shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice.

13.3 The CONSULTANT and any sub-consultant(s) shall comply with all applicable State and Federal Prevailing Rate of Wage Laws, and shall take all steps necessary to remain in compliance therewith. (See Exhibit “C”).

13.4 The CONSULTANT and any sub-consultant(s) shall comply with the Kane County Ethics Ordinance (Article II, Division 3, Section 2-211).

14.0 MODIFICATION OR AMENDMENT

14.1 The terms of this AGREEMENT may only be modified or amended by a written document duly executed by both PARTIES.

15.0 TERM OF THIS AGREEMENT.

15.1 The term of this AGREEMENT shall begin on the date this AGREEMENT is fully executed and shall continue in full force and effect until the earlier of the following occurs:

A. The PARTY'S termination of this Agreement in accordance with the terms of Section 16.0; or

B. December 31, 2025.

15.2 In the event the required time is exceeded and/or anticipated personnel requirements are not adequate and remaining funds are not sufficient to complete the PROJECT, adjustments in total compensation available to the CONSULTANT may be determined through negotiation between the COUNTY and the CONSULTANT. The COUNTY shall however, have no obligation to agree to any such adjustment.

15.3 The date of the first calendar day for this AGREEMENT shall be the date of receipt of the Notice to Proceed by the CONSULTANT from the COUNTY. In the event the PROJECT work is suspended as recorded on the "Report of Starting and Completion Date," the calendar days for this AGREEMENT will also be suspended for a like amount of time.

16.0 TERMINATION ON WRITTEN NOTICE.

16.1 Except as otherwise set forth in this AGREEMENT, the CONSULTANT shall have the right to terminate this AGREEMENT for cause upon serving sixty (60) days written notice upon the COUNTY.

16.2 The COUNTY may terminate this AGREEMENT at any time upon written notice to the CONSULTANT.

16.3 Upon termination of this AGREEMENT, the obligations of the PARTIES to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Notwithstanding anything in this AGREEMENT to the contrary however, the obligations of the CONSULTANT to indemnify and hold harmless the COUNTY as provided for in Section 9.0 of the AGREEMENT shall survive the termination of this AGREEMENT.

16.4 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, as a result of this AGREEMENT shall remain the property of the COUNTY.

17.0 ENTIRE AGREEMENT.

17.1 This AGREEMENT contains the entire AGREEMENT between the PARTIES.

17.2 There are no other covenants, promises, conditions or understandings, either oral or written, other than those contained herein.

18.0 NON-ASSIGNMENT.

18.1 This AGREEMENT shall not be assigned by either PARTY without prior written approval by the other PARTY requesting the assignment.

19.0 SEVERABILITY.

19.1 In the event any provision of this AGREEMENT is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT, which will remain in full force and effect and enforceability in accordance with its terms.

20.0 GOVERNING LAW.

20.1 This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance.

20.2 Venue for any dispute arising hereunder shall be in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.

21.0 NOTICE.

Any required notice shall be sent to the following addresses and party:

KANE COUNTY DIVISION OF TRANSPORTATION
41W011 Burlington Road
Saint Charles, Illinois 60175
Attn.: Carl Schoedel, P.E., Kane County Engineer

H.R. GREEN, INC.
2363 Sequoia Drive, Suite 101
Aurora, Illinois 60506
Attn.: Andy Underwager, S.E., P.E., Senior Structural Engineer

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF KANE

H.R. GREEN, INC.

CORINNE M. PIEROG
CHAIRMAN, KANE COUNTY BOARD

ANDREW MROWICKI, PE
VICE PRESIDENT

ATTEST:

ATTEST:

JOHN A. CUNNINGHAM
KANE COUNTY CLERK

(seal)



EXHIBIT A

SCOPE OF SERVICES

for

2023 Structure Inspections

TABLE OF CONTENTS

- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE

THIS **SCOPE OF SERVICES** is between KANE COUNTY DIVISION OF TRANSPORTATION (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

CLIENT has initiated a project requiring engineering services to perform structure inspections, load rating analysis, and on-call structural services.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Routine / In-Depth / Special / Initial Inspections:

- a. Inspections - including channel cross sections, documentation and narrative reports of 58 structures greater than 20 feet in length.
- b. Arms-Length Inspection of all structures, including use of access vehicles and traffic control.
- c. Complete In-Depth damage inspections of selected precast prestressed deck beam bridges.
- d. Coordinate Inspections with CLIENT, Local Agencies, Public, Railroads, Illinois State Toll Highway Authority (ISTHA), etc.
- e. Inspect newly constructed CLIENT or Tollway bridges.
- f. Inspect any designated small structures under 20 feet in length.
- g. Update and maintain Illinois Department of Transportation (IDOT) Bridge Information System (BIS) database.
- h. Provide all access equipment, traffic control and protection, message boards, and safety equipment required for each inspection according to our Bridge Inspection Access Plan. (Message boards may be supplied by CLIENT)

2.2 Structure Load Ratings:

- a. Complete structure load rating models for 58 structures using AASHTOWare Load Rating Software for all structures greater than 20 feet in length.
- b. Complete and submit IDOT BBS 2795 (SLRS Form) for all completed rating analyses.
- c. Coordinate with IDOT – Local Bridge Unit for model verification.
- d. Complete structure load rating models using AASHTOWare for permit evaluations and posting requirements for all structures less than 20 feet in length as requested by CLIENT.

2.3 On-call Structural Services:

- a. Develop contract plan, specifications and estimates (PS&E) for bridge maintenance or rehabilitation improvements as requested by CLIENT.

- b. Develop Hydraulic Model and Scour Critical Rating for structures requested by CLIENT.
- c. Perform on-call inspections for scour critical bridges or other structures due to flooding events or other unforeseen events.
- d. Any additional work tasks determined necessary by CLIENT.
- e. Provide support and data updates as needed to maintain CLIENT's ArcGIS Online Bridge Inventory Information.

-OR-

Develop a Bridge Management System to aid CLIENT in accessing, managing and maintaining their bridge inventory including making informed decisions on the maintenance, preservation, replacement and improvement of bridges.

2.4 Program Management and Administration:

- a. Provide project administration tasks including invoicing, budget and scheduling monitoring.
- b. Provide Program Management duties and coordination as necessary.

3.0 Deliverables and Schedules Included in this Agreement

IDOT forms will be prepared and submitted within 30-days of the completed inspection or as IDOT policy dictates. A narrative summary report will be submitted to the CLIENT within 60-days of the completed inspection.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- 1) Construction Inspection and Observation

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

None

6.0 Client Responsibilities

None

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY's salaried hourly rates current at the time the AGREEMENT is signed. These salaried hourly rates are subject to change annually. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.



7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed, as detailed in Exhibit B.

Exhibit A

2023 Kane County & Township Bridge Inspection Program

	Structure Number	Owner	Facility Carried	Feature Crossed	Township	Inspect Type	Previous Inspect Date	Inspect Due	Inspect Date	Insp. Int.	Bridge Type	Spans
1	045-3155	C	Plank Road	Pingree Creek	Plato	In-depth	2019-02-22	2023-02-22		48	Culvert	2
2	045-3175	C	Harmony Road	Trib Hampshire Creek	Hampshire	In-depth	2019-02-22	2023-02-22		48	Culvert	3
3	045-3066	C	W County Line Road	Union Dr. Ditch #3	Virgil	In-depth	2021-02-23	2023-02-23		24	Steel	1
4	045-3126	T	TR-42 (Ehlers Rd)	Youngs Creek	Kaneville	In-depth	2021-03-03	2023-03-31		24	PPCDB	1
5	045-3120	T	Barron Road	Virgil DR DT 3	Burlington	In-depth	2021-03-01	2023-03-01		24	PPCDB	1
6	045-3139	C	Dauberman Rd	Welch Creek	Kaneville	In-depth	2021-03-03	2023-03-03		24	PPCDB	1
7	045-3118	T	Owens Road	Big Rock Creek	Kaneville	In-depth	2021-03-03	2023-03-03		24	Culvert	3
8	045-3040	T	Welter Road	Virgil DR DT 2	Virgil	In-depth	2021-03-03	2023-03-03		24	Conc. Slab	1
9	045-5007	T	Walker Road	Hampshire Creek	Hampshire	In-depth	2021-03-01	2023-03-01		24	Culvert	2
10	045-3177	T	Friendship Way	Trib of Mill Creek	Blackberry	In-depth	2019-03-21	2023-03-21		48	Culvert	5
11	045-3113	T	TR-133 (Rowe Road)	Welch Creek	Kaneville	In-depth	2021-03-03	2023-03-03		24	PPCDB	1
12	045-3319	T	Middleton Road	Virgil Ditch No. 3	Burlington	In-depth	2021-03-01	2023-03-01		24	PPCDB	1
13	045-3114	T	Francis Road	Virgil Ditch No. 1	Virgil	In-depth	2021-03-02	2023-03-02		24	PPCDB	1
14	045-3039	T	Mc Nutty Road	Virgil Ditch No. 1	Virgil	In-depth	2021-03-03	2023-03-03		24	PPCDB	1
15	045-3154	C	Keslinger Road	Blackberry Creek	Blackberry	In-depth	2021-03-02	2023-03-02		24	PPCDB	1
16	045-3049	T	Lenschow Road	Burlington Creek	Hampshire	In-depth	2021-03-01	2023-03-01		24	Conc. Slab	1
17	045-5012	T	Harter Road	E.BR Big Rock Creek	Kaneville	In-depth	2021-03-03	2023-03-03		24	Culvert	3
18	045-5530	C	Keslinger Road	Lafox Trib Mill Creek	Blackberry	In-depth	2021-03-02	2023-03-02		24	3-sided	1
19	045-3178	C	Keslinger Road	Trib Big Rock Creek	Kaneville	In-depth	2019-03-21	2023-03-21		48	Culvert	4
20	045-3145	C	Keslinger Road	Mill Creek	Blackberry	In-depth	2021-04-07	2023-04-30		24	PPCDB	1
21	045-3071	T	KeDeka Road	Blackberry Creek	Sugar Grove	In-depth	2021-04-08	2023-04-08		24	Conc. Slab	3
22	045-3025	C	Fletcher Drive	Tyler Creek	Elgin	In-depth	2021-04-06	2023-04-06		24	Tee Beam	1
23	045-3038	T	Winters Road	Virgil Dr Ditch No. 3	Virgil	In-depth	2021-04-06	2023-04-06		24	Conc. Slab	1
24	045-3002	C	Peplow Road	Virgil Dr Ditch No. 3	Virgil	In-depth	2021-04-06	2023-04-06		24	Conc. Slab	1
25	045-3073	T	Hankes Road	Lake Run Creek	Sugar Grove	In-depth	2021-04-07	2023-04-07		24	Conc. Slab	1
26	045-5005	T	Dugan Road	Welch Creek	Big Rock	In-depth	2021-04-08	2023-04-08		24	Culvert	2
27	045-5001	C	Meredith Road	Virgil Dr Ditch No. 1	Virgil	In-depth	2021-04-06	2023-04-06		24	Culvert	2
28	045-3047	C	Bowes Road	Fitchie Creek	Elgin	In-depth	2019-04-24	2023-04-24		48	3-sided	1
29	045-3062	T	Densmore Road	Blackberry Creek	Sugar Grove	In-depth	2021-04-07	2023-04-07		24	Conc. Slab	3
30	045-3090	T	W County Line Road	W BR Big Rock Creek	Big Rock	In-depth	2021-04-07	2023-04-07		24	Conc. Slab	3
31	045-3111	T	Scott Road	Malgren Drain	Big Rock	In-depth	2021-04-07	2023-04-07		24	PPCDB	1
32	045-3045	T	W County Line Road	Big Rock Creek	Big Rock	In-depth	2021-04-06	2023-04-06		24	Conc. Slab	4
33	045-3059	T	Lasher Road	Welch Creek	Big Rock	In-depth	2021-04-06	2023-04-06		24	Conc. Slab	1
34	045-5004	T	Stevens Road	W. Trib. Of Otter Creek	St Charles	In-depth	2021-04-06	2023-04-06		24	Culvert	1
35	045-3129	T	Kenmar Drive	Stream	Blackberry	In-depth	2021-04-08	2023-04-08		24	PPCDB	1
36	045-3324	C	Tanner Road	Lake Run Creek	Blackberry	In-depth	2021-04-08	2023-04-08		24	Conc. Slab	2
37	045-3067	T	Scott Road	Big Rock Creek	Big Rock	In-depth	2021-04-07	2023-04-07		24	Conc. Slab	2
38	045-3119	T	Obrien Road	Harmony Creek	Hampshire	In-depth	2021-04-06	2023-04-06		24	PPCDB	1
39	045-5009	C	Randall Road	Mill Creek Trib	Geneva	In-depth	2021-05-04	2023-05-31		24	Culvert	2
40	045-0049	C	Main Street	Blackberry Creek	REPLACED BY 045-3069 in 2022							
41	045-3056	T	Smith Road	Blackberry Creek	Blackberry	In-depth	2021-05-05	2023-05-05		24	Conc. Slab	2
42	045-3057	T	Seavey Road	Blackberry Creek	Blackberry	In-depth	2021-05-05	2023-05-05		24	Conc. Slab	2
43	045-3092	T	Finley Road	Blackberry Creek	Blackberry	In-depth	2021-05-05	2023-05-05		24	Conc. Slab	2
44	045-3117	T	Seavey Road	Blackberry Creek	Blackberry	In-depth	2021-05-05	2023-05-05		24	Conc. Slab	3
45	045-3116	C	Main Street	Mill Creek	Batavia	In-depth	2021-05-04	2023-05-04		24	Conc. Slab	2
46	045-3063	T	Mc Cornack Road	Tyler Creek	Rutland	In-depth	2021-05-03	2023-05-03		24	PPCDB	2
47	045-3130	T	Raymond Street	Poplar Creek	Elgin	In-depth	2021-05-03	2023-05-03		24	PPCDB	3
48	045-3137	T	Farnsworth ave	Waubensee CR TRIB	Aurora	In-depth	2021-05-05	2023-05-05		24	PPCDB	1
49	045-3061	T	Scott Road	Blackberry Creek	Blackberry	In-depth	2021-05-06	2023-05-06		24	Conc. Slab	3
50	045-3123	T	Skyline Drive	Trib of Mill Creek	Geneva	In-depth	2021-05-04	2023-05-04		24	PPCDB	1
51	045-3068	T	Brundige road	Mill Creek	Blackberry	In-depth	2021-05-04	2023-05-04		24	Tee Beam	1
52	045-3019	C	Fabyan Parkway	Mill Creek	Geneva	In-depth	2019-05-21	2023-05-21		48	Steel	1
53	045-3132	T	Muirhead Road	CC&P RR	Plato	Special	2022-08-27	2023-08-31		24	PPCDB	5
54	045-3009	C	Jericho Road	Big Rock Creek	Big Rock	In-depth	2021-08-03	2023-08-03		24	PPCDB	1
55	045-3325	T	Nesler Road	Fitchie Creek	Plato	In-depth	2019-09-18	2023-09-30		48	PPCDB	1
56	045-3174	C	IL 25	Bike Path	St Charles	In-depth	2019-09-18	2023-09-18		48	Conc. Slab	1
57	045-3076	C	Keslinger Road	Trib to Mill Creek	Blackberry	In-depth	2019-10-16	2023-10-31		48	Conc. Slab	1
58	045-9972	T	Price Road	Big Rock Creek	Big Rock	In-depth	2019-10-16	2023-10-16		48	Conc. Slab	4
59	045-3030	C	Bliss Road	Blackberry Creek	Sugar Grove	In-depth	2019-10-16	2023-10-16		48	Steel	1
60	045-3318	C	Meredith Road	Unnamed Drainage Ditch	Kaneville	In-depth	2021-10-03	2023-11-30		24	Culvert	2
61	045-3041	C	Ramm Road			Special	2022-04-15	2023-04-15				

Totals:

NBI	58
Special	2
ELI	0
Fracture Critical	0
Small Bridge	0
	60

Exhibit B

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME HR Green, Inc.
 PRIME/SUPPLEMENT Prime
 Prepared By Andy Underwager

DATE 10/24/22
 PTB-ITEM# 201

CONTRACT TERM 12 MONTHS
 START DATE 1/1/2023
 RAISE DATE 4/1/2023
 END DATE 12/31/2023

OVERHEAD RATE 181.58%
 COMPLEXITY FACTOR 0
 % OF RAISE 2%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	1/1/2023	4/1/2023	3	25.00%
1	4/2/2023	1/1/2024	9	76.50%

The total escalation = 1.50%

Exhibit B

Bureau of Design and Environment
Prepared By: Consultant

PAYROLL RATES

FIRM NAME HR Green, Inc. DATE 10/24/22
 PRIME/SUPPLEMENT Prime
 PTB-ITEM # 201

ESCALATION FACTOR 1.50%

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Senior Engineer	\$78.00	\$79.17
Lead Engineer	\$62.40	\$63.34
Project Engineer I	\$57.69	\$58.56
Staff Engineer I	\$32.93	\$33.42
Sr. Design Tech	\$42.00	\$42.63
Design Tech II	\$30.77	\$31.23
Admin	\$27.41	\$27.82

COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

Bureau of Design and Environment
Prepared By: Consultant

FIRM HR Green, Inc.
PTB-ITEM # 201
PRIME/SUPPLEMENT Prime

OVERHEAD RATE 181.58%
COMPLEXITY FACTOR 0

DATE 10/24/22

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	2.1 Bridge Inspections	1172	67,454	122,482	18,238	22,260		-	230,434	62.87%
	2.2 Str. Load Rating	277	17,659	32,065		5,827		-	55,551	15.16%
	2.3 On-call Services	374	19,045	34,582		6,285		-	59,912	16.35%
	2.4 Proj. Mngmt. & Admin.	84	6,552	11,897		2,162		-	20,611	5.62%
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AVERAGE HOURLY PROJECT RATES
Exhibit B

FIRM HR Green, Inc.
PTB-ITEM# 201
PRIME/SUPPLEMENT Prime

DATE 10/24/22

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			2.1 Bridge Inspections			2.2 Str. Load Rating			2.3 On-call Services			2.4 Proj. Mngmt. & Admin.			Hours	% Part.	Wgtd Avg
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Senior Engineer	78.00	370.0	19.40%	15.13	166	14.16%	11.05	74	26.71%	20.84	46	12.30%	9.59	84	100.00%	78.00			
Lead Engineer	63.34	203.0	10.64%	6.74	165	14.08%	8.92				38	10.16%	6.44						
Project Engineer I	58.56	922.0	48.35%	28.31	601	51.28%	30.03	203	73.29%	42.91	118	31.55%	18.47						
Staff Engineer I	33.42	70.0	3.67%	1.23							70	18.72%	6.26						
Sr. Design Tech	42.63	174.0	9.12%	3.89	120	10.24%	4.36				54	14.44%	6.16						
Design Tech II	31.23	168.0	8.81%	2.75	120	10.24%	3.20				48	12.83%	4.01						
Admin	27.82	0.0																	
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TOTALS		1907.0	100%	\$58.05	1172.0	100.00%	\$57.55	277.0	100%	\$63.75	374.0	100%	\$50.92	84.0	100%	\$78.00	0.0	0%	\$0.00

EXHIBIT "C"

PREVAILING WAGE RATES

It is the policy of the State of Illinois as declared in the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) "that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works".

The CONSULTANT agrees to pay, when applicable, the current Illinois Department of Labor Prevailing Wage Rates for all County of Kane projects. Current prevailing wage rates are available from the Illinois Department of Labor at their website: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

Prevailing wage rates are subject to revision monthly. The CONSULTANT acknowledges its responsibility, for payment of any applicable future adjustment thereof.

The CONSULTANT further acknowledges its responsibility to notify any sub-consultant of the applicability of the Prevailing Wage Act.

When applicable, the CONSULTANT agrees to provide the Kane County Division of Transportation "certified payrolls" as required by the Prevailing Wage Act

HR Green, Inc.

Company Name


Signature of Officer of Company

President

Title

10/24/2022

Date



▶ 2363 Sequoia Drive | Suite 101
Aurora, IL 60506
Main 630.553.7560 + Fax 713.965.0044
▶ HRGREEN.COM

FAMILIAL RELATIONSHIP DISCLOSURE

As of Tuesday, October 18, 2022, HR Green, Inc., to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12 month period. "Familial Relationship" is defined in the attached Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Robert Powell

Officer

10/18/2022

Date

President

Title

Subscribed and Sworn this 18 day of October, 2022

Maria Escobar
Notary Public





▶ 2363 Sequoia Drive | Suite 101
 Aurora, IL 60506
Main 630.553.7560 + **Fax** 713.965.0044
 ▶ **HRGREEN.COM**

October 18, 2022

Mr. John M. Blomstrand
 Director of Purchasing
 Kane County Government Center
 719 S. Batavia Avenue – Building A, Second Floor
 Geneva, IL 60134

Re: Contractor Disclosure Statement

Dear Mr. Blomstrand:
 Per the County's requirements of vendors who have obtained or are seeking contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000), HR Green has the following information to disclose.

Since our last disclosure on December 2, 2021, HR Green, Inc. has not made any campaign contributions. In addition, HR Green is disclosing those stockholders holding greater than 5% legal or beneficial interest in HR Green.

Shareholder Name		Percentage Ownership
White, Richard L.	Principal	6.84%

If the County requires further information, please do not hesitate or contact me at 630.708.5029, or via email at tsimmons@hrgreen.com.

Sincerely,

HR GREEN, INC.

Anthony P. Simmons, P.E.
 Regional Director – Transportation

Line Item: 305.520.527.50140

Line Item Description: Engineering Services

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Phase I/II Engineering Services Agreement with Kimley-Horn Associates, Inc. of Chicago, Illinois for Plank Road HSIP Improvements, Kane County Section No. 22-00553-00-SP and the Recessed Reflective Pavement Marker HSIP Installation Program, Kane County Section No. 22-00557-00-SP

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$714,247.00
If not budgeted, explain funding source: N/A	

Summary:

The Kane County Division of Transportation has received construction funding for improvements to Plank Road, between W. County Line Road and Engel Road and for installation of Recessed Reflective Pavement Markers on various county routes. The funding comes from the Highway Safety Improvement Program (HSIP), which is administered by IDOT. Project applications propose solutions to identified safety concerns with a cost/benefit analysis. Improvements to Plank Road would consist of the addition of shoulders, drainage improvements, and pavement marking improvements.

KDOT is in need of a qualified firm to provide Phase I/II professional engineering services for these improvements. Engineering services will include traffic studies, geometric alternatives analysis and design, drainage design, environmental clearance coordination, and preliminary engineering design and reports as required for IDOT processing for Phase I Design Approval as well as preparation of contract plans, specifications and estimates for IDOT processing for letting, bidding, and award of the contract for construction.

Staff recently completed the consultant selection process and negotiated a locally funded contract with Kimley-Horn Associates, Inc., for Phase I/II design services for an amount not to exceed \$714,247.00. Details regarding the selection process can be found on the KDOT website.

**AN AGREEMENT BETWEEN THE COUNTY OF KANE
AND KIMLEY HORN AND ASSOCIATES, INC.
PHASE I & II ENGINEERING FOR PLANK ROAD HSIP IMPROVEMENTS
W. COUNTY LINE ROAD TO ENGEL ROAD AND RECESSED REFLECTIVE PAVEMENT
MARKER HSIP INSTALLATION ON VARIOUS COUNTY ROUTES
KANE COUNTY SECTION NOS. 22-00553-00-SP AND 22-00557-00-SP**

PURCHASE ORDER #2023-XXX

This AGREEMENT made this 10th day of January 2023 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the “COUNTY”), and, KIMLEY HORN AND ASSOCIATES, INC., a North Carolina corporation authorized to conduct business in the state of Illinois and an Illinois licensed professional engineering firm, with offices at 4201 Winfield Road. Warrenville, Illinois (hereinafter referred to as the “CONSULTANT”). The COUNTY and the CONSULTANT are sometimes hereinafter collectively referred to as the “PARTIES” and individually as a “PARTY”.

WITNESSETH

WHEREAS, it is deemed to be in the best interest of the COUNTY and the motoring public to improve and maintain the various highways throughout Kane County; and,

WHEREAS, professional engineering services are required to complete Phase I and II design services for Plank Road HSIP improvements between W. County Line Road and Engel Road and for Recessed Reflective Pavement Marker HSIP installation on various county routes (hereinafter the “PROJECT”); and,

WHEREAS, the CONSULTANT has experience and professional expertise in Phase I and Phase II design engineering services and is willing to perform said services for the Project in an amount not to exceed Seven-Hundred Fourteen Thousand Two-Hundred Forty-Seven Dollars (\$714,247.00); and

WHEREAS, the COUNTY has determined that it is in the COUNTY’S best interest to enter into this AGREEMENT with the CONSULTANT.

NOW, THEREFORE, in consideration of the above stated preambles, the mutual covenants and agreements herein set forth, the PARTIES do hereby mutually covenant, promise, agree and bind themselves as follows:

1.0 INCORPORATION

1.1 All of the preambles set forth hereinabove are incorporated into and made part of this AGREEMENT.

2.0 SCOPE OF SERVICES

2.1 Services for the PROJECT are to be provided by the CONSULTANT according to the specifications set forth in Exhibit “A”, which is incorporated herein. The services are sometimes hereinafter also referred to as the “work”.

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed with the work described and as otherwise set forth in Exhibit "A" shall be given on behalf of the COUNTY by the Kane County Engineer, in the form of a written notice to proceed (hereinafter "Notice to Proceed"), following execution of this Agreement by the County Board Chairman of the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

4.1 The prior written approval of the Kane County Engineer shall be required before any technical sub-consultants are hired by the CONSULTANT to perform any of the work.

4.2 Any such sub-consultants shall be hired and supervised by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultants in the same manner and with the same liability as if performed by the CONSULTANT.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work on the PROJECT as directed in the Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed prior to the date of the Notice to Proceed or after termination of this AGREEMENT as set forth herein.

5.2 Within ten (10) days after the Notice to Proceed is mailed or otherwise transmitted to the CONSULTANT, the CONSULTANT shall submit a schedule for completion of the PROJECT. The schedule is subject to approval by the County Engineer.

6.0 COMPENSATION

6.1 The COUNTY shall only pay the CONSULTANT for work performed and shall pay only in accordance with the provisions of this AGREEMENT.

6.2 For work performed, the COUNTY shall pay the CONSULTANT based upon actual hourly rates for personnel working on the PROJECT. The average hourly rates and hourly rate ranges are set forth in Exhibit "B", which is attached hereto and incorporated herein and which rates include overhead and profit.

6.3 For direct expenses, the COUNTY shall pay the CONSULTANT for supplies and materials required for the completion of all work defined in the exhibit(s) attached hereto

- 6.4 For direct expenses, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY. Computer charges will not be allowed as direct expenses.
- 6.5 Within 45 days of receipt, review and approval of properly documented invoices, the COUNTY shall pay or cause to be paid to the CONSULTANT partial payments of the compensation specified in this AGREEMENT. Payment will be made in the amount of sums earned less previous partial payments. However, the COUNTY reserves the right to hold back a sum equal to five percent (5%) of the total contract sum to ensure performance satisfactory to the Kane County Engineer.
- 6.6 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not exceed Seven-Hundred Fourteen Thousand Two-Hundred Forty-Seven Dollars (\$714,247.00).
- 6.7 The CONSULTANT shall use the COUNTY'S Automatic Clearing House (ACH) payment program.

7.0 DELIVERABLES.

- 7.1 The CONSULTANT shall provide the COUNTY, prior to the termination of this AGREEMENT, or at such time as the Kane County Engineer directs, any required deliverables related to work performed under this AGREEMENT.
- 7.2 Upon receipt, review and acceptance of all deliverables by the COUNTY (if required), final payment will be made to the CONSULTANT by the COUNTY.

8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT and any sub-consultants shall, during the term of this AGREEMENT and as may be required thereafter, maintain, at its sole expense, insurance coverage including:
 - A. Worker's Compensation Insurance in the statutory amounts.
 - B. Employer's Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) each accident/injury and Five Hundred Thousand Dollars (\$500,000) each employee/disease.
 - C. Commercial General Liability Insurance, (including contractual liability) with limits of not less than One Million Dollars (\$1,000,000) per occurrence bodily injury/property damage combined single limit; Two Million Dollars (\$2,000,000) excess liability coverage in the aggregate for injury/property damage combined single limit and Two Million Dollars (\$2,000,000) in the aggregate for products-completed operations.

- D. Commercial Automobile Liability Insurance with minimum limits of at least One Million Dollars (\$1,000,000) for any one person and One Million Dollars (\$1,000,000) for any one occurrence of bodily injury or property damage.
- E. Professional Errors and Omissions Insurance with a minimum limit of One Million Dollars (\$1,000,000) and One Million Dollars (\$1,000,000 in the aggregate).

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S certificates of insurance before issuance of the Notice to Proceed. The certificate(s) of insurance shall indicate the County of Kane as the Certificate Holder and shall also indicate the Section Number and Purchase Order as set forth in the title to this Agreement. The CONSULTANT shall provide to the COUNTY and maintain a certificate of insurance for its General Liability Policy which certificate shall include the COUNTY as additional named insured. The additional named insured endorsement included on the CONSULTANT'S Commercial General Liability policy will provide the following:

- A. That the coverage afforded the additional named insured will be primary insurance for the additional named insured with respect to claims arising out of operations performed by or on behalf of the CONSULTANT;
- B. That if the additional named insured has other insurance which is applicable to the loss, such other insurance will be only on an excess or contingent basis;
- C. That the amount of the CONSULTANT'S liability under the insurance policy will not be reduced by the existence of such other insurance; and,
- D. That the certificate of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, nor renewal refused until at least thirty (30) days prior written notice has been given to COUNTY.

The insurance required to be purchased and maintained by CONSULTANT shall be provided by an insurance company acceptable to the County with an AM Best rating of A- or better, and licensed to do business in the State of Illinois; and shall include at least the specified coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater. In no event shall any failure of the COUNTY to receive policies or certificates of insurance or to demand receipt of the same be construed as a waiver of the CONSULTANT'S obligation to obtain and keep in force the required insurance.

9.0 INDEMNIFICATION.

9.1 To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the COUNTY, and its officials, directors, officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including but not limited to court costs and reasonable attorney's fees, arising out

of or resulting from performance of the work, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property but only to the extent caused in whole or in part by negligent acts or omissions of the CONSULTANT, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by the negligence of the COUNTY. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a PARTY or person described in this paragraph. In claims against the COUNTY and its officials, directors, officers, agents, and employees by an employee of the CONSULTANT, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or a sub-consultant under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts, to defend any claims, actions or suits brought against them.

9.3 If any errors, omissions, intentional or negligent acts are made by the CONSULTANT or sub-consultant in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY.

9.4 Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for the quality of the work, nor of the CONSULTANT'S liability for loss or damage to property or persons resulting therefrom.

10.0 SATISFACTORY PERFORMANCE.

10.1 The CONSULTANT'S and sub-consultant's standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly accepted in the industry in the Chicago Metropolitan area.

11.0 CONFLICT OF INTEREST.

11.1 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

11.2 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Purchasing Act; and further 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 Illinois Criminal Code (Illinois Compiled Statutes, 1992, Chapter 720, paragraph 5/33E-3).

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, computations and any other document prepared by the CONSULTANT under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY within ninety (90) days of written request therefor.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT.

13.0 COMPLIANCE WITH STATE AND OTHER LAWS – PREVAILING WAGE ACT.

13.1 The CONSULTANT and sub-consultants will comply with all State, Federal and Local statutes, ordinances and regulations; and will obtain all permits as are applicable.

13.2 The CONSULTANT and any sub-consultants shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice.

13.3 The CONSULTANT and any sub-consultant(s) shall comply with all applicable State and Federal Prevailing Rate of Wage Laws, and shall take all steps necessary to remain in compliance therewith. (See Exhibit “C”).

13.4 The CONSULTANT and any sub-consultant(s) shall comply with the Kane County Ethics Ordinance (Article II, Division 3, Section 2-211).

14.0 MODIFICATION OR AMENDMENT

14.1 The terms of this AGREEMENT may only be modified or amended by a written document duly executed by both PARTIES.

15.0 TERM OF THIS AGREEMENT.

15.1 The term of this AGREEMENT shall begin on the date this AGREEMENT is fully executed and shall continue in full force and effect until the earlier of the following occurs:

A. The PARTY'S termination of this Agreement in accordance with the terms of Section 16.0; or

B. January 10, 2026.

15.2 In the event the required time is exceeded and/or anticipated personnel requirements are not adequate and remaining funds are not sufficient to complete the PROJECT, adjustments in total compensation available to the CONSULTANT may be determined through negotiation between the COUNTY and the CONSULTANT. The COUNTY shall however, have no obligation to agree to any such adjustment.

15.3 The date of the first calendar day for this AGREEMENT shall be the date of receipt of the Notice to Proceed by the CONSULTANT from the COUNTY. In the event the PROJECT work is suspended as recorded on the "Report of Starting and Completion Date," the calendar days for this AGREEMENT will also be suspended for a like amount of time.

16.0 TERMINATION ON WRITTEN NOTICE.

16.1 Except as otherwise set forth in this AGREEMENT, the CONSULTANT shall have the right to terminate this AGREEMENT for cause upon serving sixty (60) days written notice upon the COUNTY.

16.2 The COUNTY may terminate this AGREEMENT at any time upon written notice to the CONSULTANT.

16.3 Upon termination of this AGREEMENT, the obligations of the PARTIES to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Notwithstanding anything in this AGREEMENT to the contrary however, the obligations of the CONSULTANT to indemnify and hold harmless the COUNTY as provided for in Section 9.0 of the AGREEMENT shall survive the termination of this AGREEMENT.

16.4 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, as a result of this AGREEMENT shall remain the property of the COUNTY.

17.0 ENTIRE AGREEMENT.

17.1 This AGREEMENT contains the entire AGREEMENT between the PARTIES.

17.2 There are no other covenants, promises, conditions or understandings, either oral or written, other than those contained herein.

18.0 NON-ASSIGNMENT.

18.1 This AGREEMENT shall not be assigned by either PARTY without prior written approval by the other PARTY requesting the assignment.

19.0 SEVERABILITY.

19.1 In the event any provision of this AGREEMENT is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT, which will remain in full force and effect and enforceability in accordance with its terms.

20.0 GOVERNING LAW.

20.1 This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance.

20.2 Venue for any dispute arising hereunder shall be in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.

21.0 NOTICE.

Any required notice shall be sent to the following addresses and party:

KANE COUNTY DIVISION OF TRANSPORTATION
41W011 Burlington Road
St. Charles, Illinois 60175
Attn.: Carl Schoedel, P.E., Kane County Engineer

KIMLEY-HORN AND ASSOCIATES, INC.
4201 Winfield Road, Suite 600
Warrenville, Illinois 60505
Attn: Sagar Sonar, P.E.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF KANE

KIMLEY HORN AND ASSOCIATES,
INC

CORINNE M. PIEROG
CHAIRMAN, KANE COUNTY BOARD

TIM SJOGREN, PE
ASSOCIATE

ATTEST:

ATTEST:

JOHN A. CUNNINGHAM
KANE COUNTY CLERK

SAGAR SONAR, PE, PTOE
PROJECT MANAGER

(seal)

Exhibit A: Scope of Services

Scope of Services

Introduction

The project involves Plank Road from County Line Road to Engel Road and is located in Burlington Township, Kane County, Illinois. Plank Road is under the jurisdiction of the Kane County Division of Transportation. The County will be the lead agency for the project. The purpose of the project is to implement roadway safety improvements identified in the Highway Safety Improvement Program (HSIP) funding received by the County. The improvements include shoulder widening, shoulder and center rumble strips, placement of inlaid wet reflective pavement marking along the edge of pavement, and additional ancillary improvements needed to accommodate the proposed widening.

The project includes Phase I and Phase II Engineering services and will be processed through the Illinois Department of Transportation (IDOT) Bureau of Local Roads & Streets (BLR&S). It is anticipated that the project will be designed according to 3R criteria and processed as a Categorical Exclusion (CE). The project will be designed using Microstation Geopak SS10 software.

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this scope of services for Phase I and Phase II Engineering services to the Kane County Division of Transportation ("County"). Based on our understanding of the project, the Consultant team has developed the following Scope of Services to guide the County through this project:

Task 1 – Project Initiation and Kick-off Meetings

The Consultant team will meet with County staff and IDOT to initiate the project to discuss project goals, design criteria, and project schedule. Separate kick-off meetings are anticipated for Phase I and Phase II for both the County and IDOT. All kick-off meetings are assumed to be held in a virtual format.

Task 2 – Environmental Studies

The Consultant will prepare Environmental Survey Request (ESR), Preliminary Environmental Site Assessment (PESA), Preliminary Site Investigation (PSI), Wetland surveys and report, jurisdictional determination and Clean Construction Demolition Debris (CCDD) testing and coordination. The team will coordinate with the USDA's Natural Resources Conservation Service (NRCS) and review requirements of form CPA-106 depending on the extent of the impacts.

ESR

The Consultant will obtain aerials for preparation of environmental survey exhibits. The Consultant will prepare and submit an ESR form with attachments and exhibits to IDOT BLR&S for processing. The Consultant will be responsible for the following related to the ESR:

- Review of the findings
- Responses to inquiries regarding the project impacts on environmental resources
- Incorporation of the information into the project report

The Consultant will coordinate with the environmental subconsultant HLR who will perform the following tasks. The HLR scope is included in Exhibit F.

Scope of Services

- Wetland screening and wetland delineation with report
- Tree survey
- Special waste screening
- PESA
- PSI

The Consultant will request jurisdictional determination from U.S. Army Corps of Engineers (USCOE) and submit a Wetland Impact Evaluation (WIE) to IDOT.

CCDD Testing and Coordination (by HLR)

CCDD coordination will be completed utilizing the information from the PESA. Four (4) samples would be collected from the site. The soil samples will be submitted to a NELAC approved laboratory for analysis. The laboratory analysis from the soil samples will be reviewed for acceptance to a CCDD facility. The results of the analysis would be compared to the limits outlined in the Maximum Allowable Concentrations (MAC) of Chemical Constituents in Uncontaminated Soil Used as Fill Material at Regulated Fill Operations (35 Ill. Adm. Code 1100.Subpart F). A 663 will be prepared if levels meet MAC table limits. The Rubino Engineering scope is included in Exhibit F.

If the soils testing should indicate any elevated levels of contaminants, additional TCLP or SPLP analysis on those specific constituents may be required to determine if they are within the MAC table limits. This testing would be used to create a waste profile if it is necessary to take it to a landfill.

NRCS/CPA106 Coordination

The Consultant will prepare and submit form CPA-106 form for impacts to agricultural lands and conduct the necessary coordination required with Illinois Department of Agriculture if the right-of-way (ROW) acquisition from farms exceeds three (3) acres/mile.

A COSIM submittal and noise impact evaluation is not anticipated for the project based on IDOT BLR&S criteria.

Task 3 – Data Collection and Topographic Survey

The Consultant team will collect all available information from the County and other sources necessary for the project. The information will include:

- Storm and sanitary sewer atlases
- Water system atlases
- Conduct coordination with J.U.L.I.E. to obtain private utility atlases
- Existing plans for corridor
- Right-of-way (ROW) maps

A J.U.L.I.E. design stage utility locate will be requested. Utility companies will be contacted to request utility atlases that will be drafted into the base files. Utility data collected including County and Village facilities will be drafted into the base files and submitted to the County for review. The Consultant will maintain a utility coordination status sheet. The other tasks will include:

Scope of Services

- Topographic Survey (by HLR)
- Drain Tile and Septic Field Survey (by Huddleston McBride)
- Geotechnical Investigation (by Rubino)

The subconsultant scopes are included as Exhibit F.

Task 4 – Geometric Studies

Geometric studies will be necessary to evaluate the shoulder widening by developing cross-sections to identify limits of improvements and impacts to adjacent parcels. The existing pavement is not anticipated to be resurfaced. The impacts to drain tiles and septic fields will also be evaluated. Plan and Profile sheets will be prepared.

The Plank Road corridor includes two that will be reviewed and the centerline pavement markings could be revised if necessary. The No-Passing Zone signs will be relocated to accommodate the shoulder widening.

A Barrier Warrant Analysis and summary memorandum will be prepared to evaluate the guardrail protecting the culvert.

Cross-section studies will be conducted to evaluate the shoulder widening and drainage needs for the project. Utility impacts will also be evaluated to identify any ComEd poles that may need to be relocated.

Task 5 – Drainage Studies

The Location Drainage Technical Memorandum (LDTM) will be prepared per the IDOT Drainage Manual submittal requirements and the stormwater management requirements of the Kane County Stormwater Ordinance. It will contain a qualitative analysis of the drainage systems, including a brief narrative of existing and proposed drainage conditions, existing and proposed drainage plans, Control Structure Exhibit, Location Drainage Map, FIRM Map, Wetland Exhibit, Water Quality BMP, and Erosion and Sediment Control Data References.

The existing drainage plan will identify drainage problems, base floodplains, ditches, and major drainage features. The proposed drainage plan will involve evaluation of ditches, development of drainage alternatives, stormwater management best management practices (BMPs) for increased impervious areas and identifying required permits. Kimley-Horn will develop a proposed drainage plan to illustrate the recommended improvements. Open ditches on either side of the road will be designed to convey the stormwater runoff per IDOT requirements. BMPs will be designed to treat the additional impervious area proposed as part of the project per the Kane County Stormwater Ordinance. The capacity of the existing culvert crossing will be analyzed and compared with the applicable requirements from the IDOT drainage manual. The proposed extension of the culvert will also be evaluated to estimate the upstream and downstream impacts of the culvert extension on adjacent property flood levels.

The existing pipe culvert will be evaluated for extension or replacement. The Consultant will evaluate soil conditions and hydraulic requirements to develop recommendations for extending the culvert.

Scope of Services

Task 6 – Stakeholder Meetings

Kimley-Horn will work with the County to identify key stakeholders that will be included in the coordination of the project. The Consultant team will coordinate and schedule two stakeholder meetings to discuss the proposed improvements. For each meeting, the Consultant will prepare:

- Meeting notice
- Attendance sheet
- Exhibit boards (4)
- Meeting summary

For the parcels impacts, letters with exhibits will be prepared and send to parcel owners to coordinate ROW acquisition.

Task 7 – Project Development Report (PDR)

The Consultant will prepare the PDR utilizing the standard IDOT BLR&S form for Categorical Exclusion to include exhibits, maps, tables, supplemental documents, and appendices. The Consultant will submit the following documents:

- One PDF copy of the draft PDR to County for review. The Consultant will revise the draft PDR per County comments.
- Two paper copies of the revised draft PDR to IDOT BLR&S.
- One PDF copy of the final PDR to County.
- Two paper copies of the final PDR to IDOT BLR&S.

The final PDR to IDOT BLR&S will include revisions to all IDOT BLR&S comments. The cost for developing the PDR will include assembling all required documents, printing, binding, and delivering the reports.

Task 8 – Contract Documents

The contract documents will include:

- A. Plan preparation
- B. Permits
- C. Cost estimate
- D. Specifications
- E. Estimate of Time

The contract documents will be prepared in three stages as follows for a State letting.

- Preliminary – 60% (Plans only, County submittal only)
- Prefinal – 90%
- Final – 100%

A. Plan preparation

The plans will be prepared according the IDOT BLR&S and County standards. A summary of anticipated sheets is as follows:

Scope of Services

<u>Sheet Title</u>	<u># of sheets</u>
Cover Sheet	1
Index, Hwy Stds and General Notes	1
Summary of Quantities	2
Schedule of Quantities	2
Alignment and Ties	1
Typical Sections	2
Maintenance of Traffic (MOT)	
MOT Typical Section & Notes	2
MOT-Stage 1	4
MOT-Stage 2	4
MOT Details	4
Removal Sheets	4
Plan and Profile	7
Drainage Plan and Profile	
Pavement Marking and Signing Notes	1
Pavement Marking and Signing	4
Erosion Control Plan	
Notes	1
Stage 1	4
Stage 2	4
Details - Bioswale	1
Details - Outlet Control Structures	2
IDOT Highway Standards	12
Cross Sections	42

B. Cost Estimate

Construction Estimate of Cost will be prepared using form BLR 11510 using current bid tabs for projects of similar size. A cost breakdown of lump-sum items and a breakdown for municipal participation on relevant items will be prepared.

C. Specifications

Specifications for project specific items will be prepared. Additional special provisions provided by the County will be included.

D. Permits

The preparation of a NPDES SWPPP permit is included in the scope. The project will be designed to meet the Kane County Stormwater Ordinance. A Kane County Stormwater Management Permit application will be prepared. Coordination with U.S. Army Corps of Engineers (USAOE) if necessary, will be conducted to obtain a permit. The task will include preparation of a PESA response form.

E. Estimate of Time Required

The Estimate of Time will be prepared using form BDE 220A.

Scope of Services

Task 9 – Land Acquisition

It is anticipated that 17 parcels along Plank Road will require either a partial take (fee simple) or an easement for implementing the shoulder improvements. HLR will follow IDOT procedures for plat of highways and will provide a plat of highways and legal descriptions for the 17 parcels in conformance with IDOT platting. HLR will complete appraisals and negotiations as described in the attached scope. The Consultant will coordinate the land acquisition with HLR and the tasks will include the following.

- Right-of-way Survey (by HLR)
- Appraisals and Review Appraisals (by HLR)
- Negotiations (by HLR)

Task 10 – Meetings and Coordination

We anticipate the following meetings:

IDOT or County

- 2 coordination meetings each for Phase I and Phase II to review project submittals

Kane County

- Monthly coordination web meetings to review project status and submittals

It is anticipated that these meetings will be held virtually.

Task 11 – Administration and Management

The Consultant will perform project management and administration, including project setup, staff and resource scheduling, progress monitoring, monthly invoice and progress reports. As part of the design development process, the Consultant will hold internal coordination meetings with all pertinent team members on an as needed basis. These meetings are necessary to ensure the project budget and schedule stay on track. Discussions at the meetings will include the following topics: individual task progress, critical and open issues, coordination between pertinent disciplines, early identification of issues that could negatively affect project schedules and/or budgets, and issues related to deliverable dates.

Task 12 – QA/QC

It is the Consultant's policy that all deliverables, reports and studies be checked and reviewed under our QC Program to ensure a timely and accurate submittal of deliverables. This process includes review of documents by qualified and experienced personnel.

At the completion of the study, the Consultant will provide the following to the County:

- CADD files
- Shape files
- Utility data
- Other project data

Plank Road
County Line Road to Engel Road
Kane County Division of Transportation



Scope of Services

Assumptions and Exclusions

1. The project does not include traffic analysis
2. Intersection improvements at County Line Road and Engel Road are not included

Plank Road

County Line Road to Engel Road
Kane County Division of Transportation



Exhibit B: CECS



Local Public Agency Kane County Division of Transportation	County Kane County	Section Number 22-00553-00-SP
Prime Consultant (Firm) Name Kimley-Horn	Prepared By Sagar Sonar	Date 12/5/2022
Consultant / Subconsultant Name 	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Plank Rd, County Line Road to Engel Road

PAYROLL ESCALATION TABLE

CONTRACT TERM	36	MONTHS	OVERHEAD RATE	194.54%
START DATE	2/6/2023		COMPLEXITY FACTOR	0
RAISE DATE	7/1/2023		% OF RAISE	2.00%
END DATE	2/5/2026			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	2/6/2023	7/1/2023	5	13.89%
1	7/2/2023	7/1/2024	12	34.00%
2	7/2/2024	7/1/2025	12	34.68%
3	7/2/2025	2/1/2026	7	20.63%

The total escalation = 3.20%

Local Public Agency
 Kane County Division of Transportation
Consultant / Subconsultant Name

County
 Kane County

Section Number
 22-00553-00-SP
Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	400	\$0.64	\$256.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	720	\$0.10	\$72.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$328.00

Local Public Agency

Kane County Division of Transportation

County

Kane County

Section Number

22-00553-00-SP

Consultant / Subconsultant Name

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1. Project Initiation and Kick-off			2. Environmental Studies			3. Data Collection and Topo Survey			4. Geometric Studies			5. Drainage Studies		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	78.00	78.0	3.83%	2.99															
Project Manager	78.00	182.5	8.96%	6.99	12	50.00%	39.00	10	10.20%	7.96	0.5	0.64%	0.50	16	4.38%	3.42	12	3.34%	2.61
Senior Project Engineer	71.62	16.0	0.79%	0.56															
Project Engineer	66.15	298.5	14.65%	9.69	12	50.00%	33.08	3	3.06%	2.03				24.5	6.71%	4.44	74	20.61%	13.64
Design Engineer 1	35.27	483.5	23.74%	8.37				35	35.71%	12.60	17.5	22.44%	7.91	77	21.10%	7.44	126	35.10%	12.38
Design Engineer 2	37.39	471.5	23.15%	8.65				21	21.43%	8.01	22	28.21%	10.55	155	42.47%	15.88	78	21.73%	8.12
Design Engineer 3	41.77	17.0	0.83%	0.35							8	10.26%	4.28						
Design Engineer 4	51.00	291.5	14.31%	7.30				22	22.45%	11.45	27.5	35.26%	17.98	63.5	17.40%	8.87	32	8.91%	4.55
Senior Landscape Architect	71.89	0.0																	
Senior Designer	45.56	172.5	8.47%	3.86				7	7.14%	3.25	2.5	3.21%	1.46	29	7.95%	3.62	37	10.31%	4.70
Designer	37.93	0.0																	
Admin. Assistant	40.28	0.0																	
Secretary/Clerical	30.82	0.0																	
Sr Admin Assistant	56.89	26.0	1.28%	0.73															
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		2037.0	100%	\$49.49	24.0	100.00%	\$72.08	98.0	100%	\$45.30	78.0	100%	\$42.69	365.0	100%	\$43.67	359.0	100%	\$45.99

Local Public Agency

Kane County Division of Transportation

County

Kane County

Section Number

22-00553-00-SP

Consultant / Subconsultant Name

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	6. Stakeholder Coordination			7. Project Development Report			8. Contract Documents			9. Land Acquisition			10. Meetings and Coordination			11. Administration and Management		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	78.00																		
Project Manager	78.00	12	18.75%	14.63	4	4.76%	3.71	47	7.26%	5.67	6	17.65%	13.76	38	41.30%	32.22	25	21.93%	17.11
Senior Project Engineer	71.62										16	47.06%	33.71						
Project Engineer	66.15	12	18.75%	12.40	9	10.71%	7.09	101	15.61%	10.33				38	41.30%	27.32	25	21.93%	14.51
Design Engineer 1	35.27	22	34.38%	12.13	26	30.95%	10.92	176	27.20%	9.60	4	11.76%	4.15						
Design Engineer 2	37.39	5	7.81%	2.92	22.5	26.79%	10.02	140	21.64%	8.09	4	11.76%	4.40				24	21.05%	7.87
Design Engineer 3	41.77	5	7.81%	3.26							4	11.76%	4.91						
Design Engineer 4	51.00				22.5	26.79%	13.66	96	14.84%	7.57				16	17.39%	8.87	12	10.53%	5.37
Senior Landscape Architect	71.89																		
Senior Designer	45.56	8	12.50%	5.70				87	13.45%	6.13							2	1.75%	0.80
Designer	37.93																		
Admin. Assistant	40.28																		
Secretary/Clerical	30.82																		
Sr Admin Assistant	56.89																26	22.81%	12.97
TOTALS		64.0	100%	\$51.03	84.0	100%	\$45.40	647.0	100%	\$47.37	34.0	100%	\$60.93	92.0	100%	\$68.41	114.0	100%	\$58.63

Local Public Agency

Kane County Division of Transportation

County

Kane County

Section Number

22-00553-00-SP

Consultant / Subconsultant Name

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 3 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	12. QA/QC						HLR, Inc.			Huddleston McBride			Rubino Engineering					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	78.00	78	100.00%	78.00															
Project Manager	78.00																		
Senior Project Engineer	71.62																		
Project Engineer	66.15																		
Design Engineer 1	35.27																		
Design Engineer 2	37.39																		
Design Engineer 3	41.77																		
Design Engineer 4	51.00																		
Senior Landscape Architect	71.89																		
Senior Designer	45.56																		
Designer	37.93																		
Admin. Assistant	40.28																		
Secretary/Clerical	30.82																		
Sr Admin Assistant	56.89																		
TOTALS		78.0	100%	\$78.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Recessed Reflective Pavement Marker

Countywide Various Corridors

Kane County Division of Transportation



Exhibit B: CECS



Local Public Agency Kane County Division of Transportation	County Kane County	Section Number 22-00557-00-SP
Prime Consultant (Firm) Name Kimley-Horn	Prepared By Sagar Sonar	Date 12/5/2022
Consultant / Subconsultant Name 	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Recessed Reflective Pavement Markers

PAYROLL ESCALATION TABLE

CONTRACT TERM	15	MONTHS	OVERHEAD RATE	194.54%
START DATE	2/6/2023		COMPLEXITY FACTOR	0
RAISE DATE	7/1/2023		% OF RAISE	2.00%
END DATE	5/5/2024			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	2/6/2023	7/1/2023	5	33.33%
1	7/2/2023	5/1/2024	10	68.00%

The total escalation = 1.33%

Local Public Agency
 Kane County Division of Transportation
Consultant / Subconsultant Name

County
 Kane County

Section Number
 22-00557-00-SP
Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	150	\$0.64	\$96.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	300	\$0.10	\$30.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$126.00

Local Public Agency

Kane County Division of Transportation

County

Kane County

Section Number

22-00557-00-SP

Consultant / Subconsultant Name

Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1. Project Initiation and Kick-off			2. Data Collection			3. Geometric Studies			4. Stakeholder Coordination			5. Form 19100		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	78.00	22.0	3.81%	2.97															
Project Manager	77.87	62.0	10.73%	8.35	12	50.00%	38.94				1	6.25%	4.87	4	40.00%	31.15	3	16.67%	12.98
Senior Project Engineer	70.33	0.0																	
Project Engineer	64.95	0.0																	
Design Engineer 1	34.64	211.0	36.51%	12.64				2	50.00%	17.32	11	68.75%	23.81	1	10.00%	3.46	6	33.33%	11.55
Design Engineer 2	36.71	148.0	25.61%	9.40				2	50.00%	18.36	1	6.25%	2.29	1	10.00%	3.67	6	33.33%	12.24
Design Engineer 3	41.01	18.0	3.11%	1.28															
Design Engineer 4	50.08	59.0	10.21%	5.11	12	50.00%	25.04				1	6.25%	3.13	4	40.00%	20.03	3	16.67%	8.35
Senior Landscape Architect	70.59	0.0																	
Senior Designer	44.74	44.0	7.61%	3.41							2	12.50%	5.59						
Designer	37.24	0.0																	
Admin. Assistant	39.55	0.0																	
Secretary/Clerical	30.26	0.0																	
Sr Admin Assistant	55.85	14.0	2.42%	1.35															
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		578.0	100%	\$44.51	24.0	100.00%	\$63.98	4.0	100%	\$35.67	16.0	100%	\$39.70	10.0	100%	\$58.32	18.0	100%	\$45.11

Local Public Agency

Kane County Division of Transportation

County

Kane County

Section Number

22-00557-00-SP

Consultant / Subconsultant Name

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	6. Contract Documents			7. Meetings and Coordination			8. Administration and Management			9. QA/QC								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	78.00										22	100.00%	78.00						
Project Manager	77.87	21	5.12%	3.99	14	43.75%	34.07	7	16.67%	12.98									
Senior Project Engineer	70.33																		
Project Engineer	64.95																		
Design Engineer 1	34.64	182	44.39%	15.37	3	9.38%	3.25	6	14.29%	4.95									
Design Engineer 2	36.71	132	32.20%	11.82				6	14.29%	5.24									
Design Engineer 3	41.01	14	3.41%	1.40	4	12.50%	5.13												
Design Engineer 4	50.08	21	5.12%	2.57	11	34.38%	17.21	7	16.67%	8.35									
Senior Landscape Architect	70.59																		
Senior Designer	44.74	40	9.76%	4.36				2	4.76%	2.13									
Designer	37.24																		
Admin. Assistant	39.55																		
Secretary/Clerical	30.26																		
Sr Admin Assistant	55.85							14	33.33%	18.62									
TOTALS		410.0	100%	\$39.51	32.0	100%	\$59.66	42.0	100%	\$52.27	22.0	100%	\$78.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Plank Road

County Line Road to Engel Road
Kane County Division of Transportation



HLR, Inc.



Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hltreengineering.com

Plank Road (County Line Road to Engle Road) Environmental, Survey and Drainage QC/QA Scope

Task 1: Wetland Delineation

HLR will conduct a map review of the project. The following maps and documents will be reviewed prior to conducting the field investigation:

- U.S. Geological Survey Topographic Maps
- National Wetlands Inventory Maps
- Kane County ADID Wetland Maps
- USDA Soil Survey
- Hydric Soils of the United States
- Regulatory Flood Map
- Kane-DuPage Soil and Water Conservation District Farm Service Agency Aerials

It appears from a cursory map review that there are two wetlands mapped in the project area on the Kane County ADID Wetland and National Wetland Inventory Maps. No high-quality wetlands or floodplains are mapped within the project limits. HLR will perform a formal wetland delineation of the proposed project area.

The wetland delineation will be conducted to meet the requirements of Executive Order 11990, "Protection of Wetlands", Section 404 of the Federal Water Pollution Control Act as amended by the Clean Water Act (Corps of Engineers, Section 404 Permit), and Illinois Environmental Protection Agency (IEPA Section 401 Guidelines) regulations. These regulations pertain to the placement of fill or alterations of drainage within wetlands of any type and apply to private as well as publicly owned wetlands. The investigation will meet the requirements of these regulations by identifying the type, functions, and boundary of the involved wetlands.

"Wetlands" are defined by the U.S. Army Corps of Engineers (USACE) for jurisdictional purposes as "those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions" (33 CFR 323.3(c)).

The field investigation will be conducted by our environmental personnel who are experienced in Federal methods for conducting wetland delineations. Our staff will classify and define hydric soils, hydrophytic vegetation, and evidence of hydrology to determine if wetlands are present. The wetland perimeter (s) will be staked and surveyed. Wetland boundary stake locations will be surveyed using a handheld Trimble R1 GNSS receiver.

Wetlands found will be classified according to type using the "Classification of Wetlands and Deep Water Habitats of the United States" by Cowardin. Wetland boundaries will be defined in accordance

with the Corps of Engineers Wetlands Delineation Manual: Midwest Region. This includes a soil investigation to determine the presence or absence of hydric soils and an analysis of the dominant plant species. Field observations will be made on any evidence indicating the hydrology of the area and on water sources that are supporting these wetlands. Functions of these wetlands will be evaluated from field observations.

A wetland delineation letter report will be prepared summarizing the findings of the fieldwork. Included in the report will be the required wetland delineation data sheets that summarize the findings of the field investigation as well as figures that detail the maps reviewed and current wetland boundaries of the site.

This task includes a jurisdictional determination request and completion of the WIEs.

Task 2A: Special Waste Screening

From a preliminary mapping review, there are no Leaking Underground Storage Tanks, Brownfields, landfills, or Federal RCRA Sites within 0.5 mile of the project limits.

HLR will conduct a special waste screening. If the Level 1, 2, or 3 special waste screening indicates evidence of recognized environmental conditions, then the County will authorize the preparation of a PESA. Based on our preliminary review we would not anticipate needing to complete a Preliminary Environmental Site Assessment.

Task 2B: Preliminary Environmental Site Assessment (if needed)

This scope includes completing a Preliminary Environmental Site Assessment. The PESA will be prepared using historical and geological information. The specific methods used to conduct the assessment are contained in 1) ASTM Standards E1527-13, 2) A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation Highway Projects (Erdmann et al., 2012), 3) Special Wastes Procedures for Local Highway Improvements (IDOT Local Roads Manual, July 22, 2004), and 4) "IDOT Bureau of Design and Environment Manual (BDE Manual), Section 27-3.03 (b), October 2015). The PESA will include a database search, review of historical records, an on-site evaluation, and review of other project conditions that may give us insight into the existing environmental conditions along the route.

Once the review has been completed, a written report will be completed and submitted as documentation to the on-site analysis. This report will accompany various site photographs, maps, and the above referenced documentation, which will be utilized to assist the project evaluation and any applicable recommendations.

Task 2C: Preliminary Environmental Site Assessment Update

The Preliminary Environmental Site Assessment (PESA) is valid for a period of 6 months, we may need to update the initial PESA completed for this project. This will include ordering the environmental database record, conducting a site visit and completing a written PESA update as an addendum to the original report.

Task 3: Tree Survey

A Certified Arborist will conduct a tree survey of all trees 3" and greater within the project limits. We will identify all trees by type, diameter, health and structure. During the tree survey we will evaluate potential bat habitat. The findings of the tree survey will be summarized in a tree memorandum.

Task 4: Field Survey

HLR will prepare a topographic survey for the project limits which spans from West County Line Road plus 200 feet west of County Like Road east to Engel Road plus 200 feet east on Plank Road. The work will include cross sections on 50-foot intervals along both sides of Plank Road from edge of pavement to 20 feet beyond existing right-of-way. HLR will locate visible utilities which will include inverts of storm and sanitary structures along with top of watermain in valve vaults. The existing centerline of Plank Road will be located as need to provide data to establish the centerline. The survey will locate trees 3" and greater in the survey area. The survey data will be in IL State Plane Coordinates East Zone NAD 83, and NAVD 88 vertical datum. We will establish accurate horizontal control points and benchmarks for use in construction.

Task 5 – Land Acquisition

Right-of-way Survey

Survey work for plat of highways along Plank Road will included establishing exist right-of-way in the area outlined in the KMZ file provided by the client. It is anticipated that 17 parcels will require either a partial take or easements. HLR will follow IDOT procedures for plat of highways and will provide a plat of highways and legal descriptions for the 17 parcels in conformance with IDOT platting.

HLR has not included acquiring title reports for the 17 parcels in the survey costs.

Appraisals and Review Appraisals

The appraisal scope includes the following:

- Estimate the compensation to be paid by the KDOT to individual property owners for the rights to be acquired by KDOT for each of the road improvement projects.
- The reports will be prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). The reports will be presented in accordance with and are intended to comply with the reporting requirements as set forth in Standard 2-2. Supporting documentation will either be included in the report as addenda exhibits or held in our work files. The depth of discussion in the report will be specific to your needs.
- The definition of market value to be used in this report is the definition cited below.
- The fair cash market value of a property in an eminent domain proceeding is that price which a willing buyer would pay in cash, and a willing seller would accept, when the buyer is not compelled to buy and the seller is not compelled to sell. In the condemnation of a property for a public improvement, any appreciation or depreciation in value caused by the contemplated improvement shall be excluded from the consideration of the fair cash market value of the whole property and the value of the part taken. (Illinois Pattern Jury instructions)
- In the event of a partial acquisition where there is a remainder property, any appreciation or depreciation caused by the contemplated improvement shall be considered when determining the fair cash market value of the remainder. Any increase or decrease in value caused by the actual acquisition of a part of the property must be considered in estimating the value of the remainder after taking.
- Research will be completed to identify appropriate market data.

- Information will be obtained from public sources, private sources including my files, county and township records. When possible, information will be verified by someone directly involved in the sale. At a minimum, sales will be verified by the assessor's office.
- The Jurisdictional Exception Rule of USPAP is not used. The report will comply with all of the requirements of the Uniform Standards of Professional Appraisal Practice. There is no need for use of the Jurisdictional Exception Rule.
- The appraisal reports and appraisal reviews will be completed by Illinois Certified General Appraisers who are on the approved IDOT Appraiser list.

Cost - \$3,900/parcel (\$2,600 for appraisal and \$1,300 for review appraisal)

Negotiations

The negotiations scope includes the following:

- The negotiator will personally contact the property owner(s) and offer to meet in-person to discuss the project and the acquisition process.
- The negotiator will personally present the approved fair market value of the property (offer to purchase) to the property owner(s).
- The negotiator will document all efforts in the Negotiator's Report which shall contain the names and addresses of all interested parties, and if necessary, a recommendation for further action. The negotiator shall maintain and submit this completed report to the Client upon request.
- The negotiator will review title exceptions and obtain "clear" title.
- The negotiator will obtain proper documentation to secure an adequate interest for the purpose for which it is being acquired.
- The negotiator will be available to meet with Client personnel regarding status.
- The negotiator's files will be available for review by the Client.
- Negotiations will be performed in compliance with IDOT Land Acquisition Policies and Procedures.
- Negotiation services will include obtaining right-of-way certification by IDOT, if required.

Cost - \$3,500/parcel

Task 6: Drainage QC/QA and Coordination/Project Administration

This task will include QC/QA of the drainage documents.

This task will include coordination with Kimley Horn and project administration necessary for the project.

Task 7: CCDD

CCDD coordination will be completed utilizing the information from the PESA. Up to four samples would be collected **from the site**. The soil samples will be submitted to a NELAC approved laboratory for analysis. The laboratory analysis from the soil samples will be reviewed for acceptance to a CCDD facility. The results of the analysis would be compared to the limits outlined in the Maximum Allowable Concentrations (MAC) of Chemical

Constituents In Uncontaminated Soil Used as Fill Material At Regulated Fill Operations (35 Ill. Adm. Code 1100.Subpart F). A 663 will be prepared if levels meet MAC table limits.

If the soils come back with any elevated levels, additional TCLP or SPLP analysis on those specific constituents may be required to determine if they are within the MAC table limits. This testing would be used to create a waste profile if it is necessary to take it to a landfill.

Local Public Agency Kane County Division of Transportation	County Kane	Section Number
Prime Consultant (Firm) Name Kimley Horn	Prepared By Amy McSwane	Date 11/30/2022
Consultant / Subconsultant Name Hampton, Lenzini and Renwick, Inc.	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	18	MONTHS			
START DATE	2/1/2023			OVERHEAD RATE	160.00%
RAISE DATE	1/1/2024			COMPLEXITY FACTOR	0
				% OF RAISE	2.00%
END DATE	7/31/2024				

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	2/1/2023	1/1/2024	11	61.11%
1	1/2/2024	8/1/2024	7	39.67%

The total escalation = 0.78%

Local Public Agency

Kane County Division of Transportation

County

Kane

Section Number

Consultant / Subconsultant Name

Hampton, Lenzini and Renwick, Inc.

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Farmed aerial slides		1	\$300.00	\$300.00
EDR Report and EDR Report Update		1	\$650.00	\$650.00
CCDD Samples (assume 4 samples)		4	\$1,100.00	\$4,400.00
Appraisals, Rev. Appraisals and Negotiations	Per Parcel	17	\$7,400.00	\$125,800.00
TOTAL DIRECT COSTS:				\$131,150.00

Local Public Agency

Kane County Division of Transportation

County

Kane

Section Number

Consultant / Subconsultant Name

Hampton, Lenzini and Renwick, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Wetland Delineation			Special Waste Screening			Preliminary Env. Site Assessment			PESA Update			Tree Survey		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	78.00	147.0	15.46%	12.06															
Engineer 6	74.24	80.0	8.41%	6.25															
Engineer 5	62.99	0.0																	
Engineer 4	55.33	0.0																	
Engineer 3	44.41	0.0																	
Engineer 2	35.45	119.0	12.51%	4.44				14	73.68%	26.12	50	83.33%	29.54	20	76.92%	27.27			
Engineer 1	33.26	40.0	4.21%	1.40															
Structural 2	75.58	0.0																	
Structural 1	60.80	0.0																	
Survey 2	51.14	128.0	13.46%	6.88															
Survey1	27.46	259.0	27.23%	7.48															
Environmental 3	55.10	26.0	2.73%	1.51	4	8.70%	4.79	2	10.53%	5.80	5	8.33%	4.59	3	11.54%	6.36	2	11.11%	6.12
Environmental 2	35.27	54.0	5.68%	2.00	38	82.61%	29.14										16	88.89%	31.35
Environmental 1	25.19	0.0																	
Technician 3	49.38	76.0	7.99%	3.95															
Technician 2	37.59	15.0	1.58%	0.59	4	8.70%	3.27	3	15.79%	5.94	5	8.33%	3.13	3	11.54%	4.34			
Technician 1	29.73	7.0	0.74%	0.22															
Administration 2	52.07	0.0																	
Administration 1	29.53	0.0																	
Land Acquisition	53.41	0.0																	
Intern	19.15	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		951.0	100%	\$46.77	46.0	100.00%	\$37.20	19.0	100%	\$37.86	60.0	100%	\$37.27	26.0	100%	\$37.97	18.0	100%	\$37.47

Local Public Agency

Kane County Division of Transportation

County

Kane

Section Number

Consultant / Subconsultant Name

Hampton, Lenzini and Renwick, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Field Survey			Plats and Legals (17 parcels)			Appraisals (17 parcels)			Review Appraisals (17 parcels)			Negotiations (17 parcels)			Drainage QC/QA		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	78.00				147	31.75%	24.76												
Engineer 6	74.24	8	3.96%	2.94													24	100.00%	74.24
Engineer 5	62.99																		
Engineer 4	55.33																		
Engineer 3	44.41																		
Engineer 2	35.45																		
Engineer 1	33.26	40	19.80%	6.59															
Structural 2	75.58																		
Structural 1	60.80																		
Survey 2	51.14				128	27.65%	14.14												
Survey1	27.46	131	64.85%	17.81	128	27.65%	7.59												
Environmental 3	55.10																		
Environmental 2	35.27																		
Environmental 1	25.19																		
Technician 3	49.38	16	7.92%	3.91	60	12.96%	6.40												
Technician 2	37.59																		
Technician 1	29.73	7	3.47%	1.03															
Administration 2	52.07																		
Administration 1	29.53																		
Land Acquisition	53.41																		
Intern	19.15																		
TOTALS		202.0	100%	\$32.28	463.0	100%	\$52.90	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	24.0	100%	\$74.24

Plank Road

County Line Road to Engel Road
Kane County Division of Transportation



Rubino Engineering



December 5, 2022

To: Sagar Sonar
Kimley-Horn
4201 Winfield Road, Suite 600,
Warrenville, IL 60555

Re: Proposal - Geotechnical Exploration
Proposed Plank Road Improvements
County Line Rd to Engel Rd
Kane County, Illinois

Proposal No. Q22.599g

Via email: Sagar.Sonar@kimley-horn.com

Dear Mr. Sonar,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. Rubino received a request for proposal from Sagar Sonar of Kimley-Horn via email on December 4, 2022.

PROJECT UNDERSTANDING

Rubino understands that Kimley-Horn is planning to aid Kane County in roadway improvements along Plank Road from County Line Road to Engel Road. Kimley-Horn has requested Rubino follow similar spacing and drilling depths as issued report G21.018 issued April 5, 2022.

Information received:

- RFP email from Sagar Sonar of Kimley-Horn on December 4, 2022.

Field Services Scope of Services Summary	
Additional Scope discussion can be found in subsequent pages of this proposal	
Client Notification Needed prior to mobilization	Please notify Rubino if this is needed upon project authorization
Site Access	Public Roadway
Drilling Permit Needs	Kane County
Field Equipment Proposed	Track-mounted Geoprobe Drill Rig & Core Machine
Traffic Control Needs	Message Boards 3 days prior Flaggers
Boring Location Plan	See below for aerial / KMZ
Soil Sampling	SPT – 2 ½ ft to 10 feet, 5 ft thereafter
Backfill Needs	Cuttings, excess spoils remain on site
Patching	Cold Patch
Groundwater Readings	During drilling and upon auger removal

Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas. Rubino proposes the drilling scope of work as detailed below:

NUMBER OF BORINGS	NUMBER OF PAVEMENT CORES WITH SUBBASE	DEPTH (FEET BEG*)	LOCATION	SPT SAMPLING INTERVALS	SOIL CLASSIFICATION METHOD
10	-	10	EB and WB shoulders of Plank Rd at 10 locations TBD	2 ½ ft to 10	USCS
	5	2	Near Center line, between both shoulder borings at 5 locations, TBD		
10 Borings	5 Cores	100 Total Lineal Feet			

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

SCOPE OF SERVICES DISCUSSION

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino’s current understanding of the project.

Site Access

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe drilling equipment.

Traffic Control

Rubino anticipates that traffic control will be necessary. Rubino will subcontract a traffic control company to provide flaggers.

Rubino also anticipates that the county will require message boards in both directions of travel.

Boring Locations

The proposed boring locations are to be determined by Kimley-Horn and Rubino, prior to Rubino mobilizing. Rubino recommends that the borings be located and surveyed for elevation by others

prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.

SPT - Soil Sampling

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 10 feet.

Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with asphalt cold patch. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

Geotechnical Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils' index properties and relative strength characteristics.

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

LABORATORY TEST	ESTIMATED QUANTITY	SAMPLE TYPE
Atterberg Limits	3	Split spoon, bulk, or Shelby Tube
Natural Moisture Content	40	Shelby Tube, Cohesive Samples
Organic Content	1	Split spoon, bulk, or Shelby Tube

GEO REPORT

Upon completion of field and laboratory work, Rubino will prepare a geotechnical engineering report using the collected data. The geo report will include the following:

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
- *Geotechnical recommendations pertaining to:*
 - *Subgrade preparation*

- *Subgrade Stability*
- *Estimated IBV value at each boring location*
- *Pavement Core Summary table including photos and measurements*

An electronic copy of the report will be provided. The report will be addressed to Kimley-Horn.

PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	10 – 15
Field work including site layout and drilling	5
Laboratory Testing	10 – 12
Preparation of the Geotechnical Report	10

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

UTILITY LOCATE

Rubino will coordinate contacting the Utility “One-Call” for public utility clearance prior to the start of drilling activities. It is Rubino’s experience that this service does not mark the locations of privately owned utilities. This proposal is based on privately owned utility locates being coordinated by the owner prior to drill rig mobilization.

FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a lump-sum basis. Based on the scope of services outlined above, the lump-sum fee will be:

Message Boards	Advanced Message Boards	\$ 1,350.00	Lump Sum
Subsurface Exploration	Boring Layout / Utility / PM	\$ 650.00	Lump sum
	Drill Rig Mobilization, Coring, and Drilling	\$ 6,250.00	Lump sum
Flaggers	Flaggers and Approach Signage	\$ 2,850.00	Lump Sum
Lab	Geotechnical Lab Tests as described above	\$ 475.00	Lump sum
Reporting	Preparation of the Geotechnical Report	\$ 1,500.00	Lump sum
		\$12,975.00	Grand Total

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on existence of adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

AUTHORIZATION

If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President



Anthony T. Tomaras
Project Manager

**RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)**

MAL/file

Attachments: Proposal Acceptance and Data Sheet
Schedule of Services and Fees
General Conditions

**This is an electronic copy. Hard Copies of this proposal are available upon request.

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____ DAY OF _____ , 202__.
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____

2. Project Location: _____

3. Your Job No: _____ Purchase Order No.: _____

4. Project Manager: _____ Telephone No.: _____

5. Site Contact: _____ Telephone No.: _____

6. Number and Distribution of Reports:

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____

Email: _____ **Email:** _____

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____

Email: _____ **Email:** _____

7. Invoicing Address: _____

Attn: _____

Email: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.
2022 Schedule of Geotechnical Services & Fees

ENGINEERING

Professional and Technical Services for site evaluation, field supervision, analysis of test data and engineering recommendations and consultation:

Principal Engineer	Per Hour	\$	185.00
Project Engineer/Manager	Per Hour	\$	125.00
Engineering Field Technician / Field Engineer / Field Geologist	Per Hour	\$	95.00
Administrative Assistant	Per Hour	\$	65.00

SUBSURFACE EXPLORATION

Mobilization and moving of truck-mounted drilling equipment and crew (50-mile radius)	Per Trip	\$	650.00
All-Terrain Vehicle (ATV) Usage Surcharge	Per Day	\$	195.00
Boring Layout - Two-man crew (2 hour minimum)	Per Hour	\$	166.00
Hourly Rate Drilling	Per Hour	\$	375.00
Thin Wall Tubes (ASTM D-1587)	Each	\$	50.00

LABORATORY TESTING

Moisture Content Test / Visual Classification	Each	\$	7.00
Atterberg Limits Determination (LL, PL)	Each	\$	65.00
Combined Hydrometer & Sieve Analysis	Each	\$	130.00
Sieve Analysis (washed)	Each	\$	85.00
Unconfined Compression Test, Tube Sample	Each	\$	35.00
Unconfined Compression Test, with Stress-Strain Curve	Each	\$	85.00
Density Determination	Each	\$	15.00
Specific Gravity Determination	Each	\$	65.00
Organic Content Determination Test (loss on ignition)	Each	\$	25.00
ASTM D698 - AASHTO T99 (Standard Proctor)	Each	\$	225.00
ASTM D1557 - AASHTO T180 (Modified Proctor)	Each	\$	275.00
One-Dimensional Consolidation Test (ASTM D-2435)	Each	\$	750.00
pH Testing	Each	\$	15.00
Triaxial Testing (TXC-CIU) 3-Point Envelope	Each	\$	1,300.00

FEE REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter. Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 3) All rates are billed on a portal-to-portal basis.
- 4) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
- 5) Transportation and per diem are charged at the applicable rates.
- 6) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 7) A minimum charge of 4 hours applies to field testing and observation services. Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
- 8) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 9) The minimum billing increment for time is a half hour.
- 10) A project set-up charge of a minimum of two hours applies to all projects.
- 11) Professional services rates are exclusive of expert deposition or testimony time.
- 12) Drilling and field service rates are based on OSHA Level D personnel protection.
- 13) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 14) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
- 15) Services and fees not listed on this schedule may be quoted on request.
- 16)
- 17)

Plank Road

County Line Road to Engel Road
Kane County Division of Transportation



Huddleston McBride Drainage Company



• 9504 East Fowler Rd., Rochelle, Il., 61068
Phone 815-562-6007 Fax 815-562-6557
T. Huddleston mobile 815-757-6007
Email: huddmac@aol.com

PROPOSAL

Sagar R. Sonar, P.E., PTOE
Kimley-Horn
4201 Winfield Road, Suite 600,
Warrenville, IL 60555

Date : November 28, 2022
Prop : 22423
Terms: Net 30 Days

>>

RE: LAND DRAINAGE INVESTIGATION SERVICES PROPOSAL

LOCATION: **Plank Road,(County Line Rd, +200 to Engel Rd.) Roadway Improvement (7,300+-lin ft.) Including existing right of way extending 20ft into private lands.**

Thank you for the opportunity to submit the attached Mainline Drain Tile Investigation Letter of Agreement for your consideration.

Following is a brief summary outlining investigation services which shall be completed in accordance with Kane County typical standards and procedures for the subject property located at Sec. 7 & 8, Burlington, Kane Co., IL.

This investigation will be limited to the mapping of private septic systems, mainline and sub-main collectors, and will include local lateral / feeder drain tiles only when encountered at hand probe transect locations. It shall be our intent to complete this investigation process by the implementation of hand probe transects in efforts to minimize right of way and private property damage and restoration. All septic systems and drain tiles will be located and staked within the existing Plank Road,(County Line Rd, +200 to Engel Rd.) Roadway Improvement (7,300+-lin ft.) right of way and will extend 20 ft into private lands.

I. SCOPE OF WORK

FIELD INVESTIGATION PROCEDURES:

Field reconnaissance and record research¹ work will be completed in efforts to identify all areas which are typical to installation of existing drain tile. Existing features such as soils, watertable, topographical elevations, surface channels, depressions, wetlands and natural drainage ingress and egress locations are considered.

Following field review, investigation areas are staked and hand probed to verify existence of drain tile. All existing drain tiles encountered during the investigation procedure are recorded on field mapping and repaired if damaged to their original state according to U.S.D.A. Natural Resource Conservation Service construction repair practices. Following specific point locations, drain tile routes are located by surface probing or electronic detection and field staked at 20' intervals including cut stakes for invert elevations where requested. Any existing drain tile not encountered during s probe transect procedures will remain unknown.

RECORD MAPPING AND REPORT:

Record mapping shall be performed according to typical civil engineering mapping standards. It will be the responsibility of the developer to furnish one ACAD (version 2018 or 2021 .dwg) computer data file of the investigation area including mapped topography, easements, right-of-ways, wetland delineation areas and property boundary limits.

¹Huddleston McBride Land Drainage Co., owns, maintains and will access an extensive electronic record system of Kane County Existing Agricultural Drain Tile Historic Mapping Records. This mapping system has been based upon geographic parcel location including record information from Huddleston-Mcbride Land Drainage Co.(1975) , Cooprider Farm Drainage Co. (1930), Elbridge F. Ball & Sons, (drainage engr.) Survey notes (1940), Countryside Drainage (2009). These record files include historic farm parcel notes, active / inactive drainage district maps and documents, conservation resource mapping, agricultural drain tile contractor records, aerial photo delineation, S.C.S./N.R.C.S design notes and soil maps, typical drain tile investigation reports, record construction drawings, and land owner sketch drawings.

All existing drain tile routes will be located in the field by GPS location systems (<1m., Illinois State Plane East NAD 83) and recorded on final plans. Our field staking process will include pipe invert cut stakes at right of way locations, strategic interior locations and 20' interval pin flagging along tile routes for electronic survey location by the project engineer if deemed necessary. It will be the responsibility of the project engineer to survey drain tile location/elevation staking pertinent to final improvement design.

Final drain tile mapping will be computer drafted on a base map including recent color digital aerial photography, topography and project limits. Mapped information will include the location of septic systems, existing drain tile routes and applicable drainage findings encountered during the field investigation process. A field report shall be attached to the plan containing evaluation information including size, flow, system effectiveness, restrictive siltation, pipe invert to ground surface depth, pipe type / quality, system classification and specific field notes.

This project shall be completed in accordance with typical drain tile investigation standards as required by Kane County Stormwater ordinances.

II. Proposed Service Description:			
The intent of this proposal is to provide septic system and existing drain tile location, consulting and GPS survey mapping services in regard with typical existing drain tile investigation standards and in accordance with Kane County Stormwater Ordinance Standards at: Plank Road (County Line Rd, +200 to Engel Rd.) Roadway Improvement (7,300+-lin ft. , (Sec. 7 & 8, Burlington, Kane Co., IL.)			
III. Proposed Services Cost:			
	Qty.	Cost	Amount
1 Drainage Investigation and Repair Crew (5 days) (Field survey services including all excavation equipment and labor)	40 hrs.	420.00	16,800.00
4 Project Consulting Services Hour Basis (GPS field survey, staking, and record plans)	12 hrs	160.00	1,920.00
5 Heavy Equipment Transport Hour basis, 120 miles round trip, 2 crew (Including DOT permits, electronic logs, licenses and fees)	4 hrs.	295.00	1,180.00
Proposed Materials Cost: <i>All materials incidental to labor cost</i>			0.00
1 Investigation & Reconnaissance Crew Hour Basis; is calculated on an hourly basis of \$420.00 including a full investigation crew and will additionally consist of (6) man ground laborers, electronic and manual investigation equipment, hand probe transects, surface evaluation, pipeline video equipment, field staking materials, field supervision, consulting services and miscellaneous support equipment. Daily hours are computed by home port to home port. 4 Project Consulting Services Hour Basis ; (T.L. Huddleston) is calculated on an hourly basis of \$160.00 including initial project assessment, client consultation, site meetings, Utility locations, GPS land surveying , existing conditions research, project planning, record mapping w/ plots and project supervision. 5 Heavy Equipment Transport Hour basis; - is calculated on an hourly basis of \$ 295.00 including heavy equipment loading transport including all IDOT and Local transportation permits, licenses and fees, and electronics log system requirements. <i>Travel cost for crew lodging, long haul mobilization, overnight materials trips and expenses will be at \$780.00 (based on 6-man crew)</i>			
TOTAL LUMP SUM CHARGES INCLUDING ALL MATERIALS AND SERVICES			\$19,900.00

Thank you for considering our proposal, we look forward to an opportunity to assist you with the development of this project.

Respectfully submitted,

HUDDLESTON McBRIDE LAND DRAINAGE CO.

Thomas L. Huddleston III

T. L. Huddleston III, Partner

Exhibit C: Prevailing Wage Rates

EXHIBIT "C"

PREVAILING WAGE RATES

It is the policy of the State of Illinois as declared in the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) "that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works".

The CONSULTANT agrees to pay, when applicable, the current Illinois Department of Labor Prevailing Wage Rates for all County of Kane projects. Current prevailing wage rates are available from the Illinois Department of Labor at their website: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

Prevailing wage rates are subject to revision monthly. The CONSULTANT acknowledges its responsibility, for payment of any applicable future adjustment thereof.

The CONSULTANT further acknowledges its responsibility to notify any sub-consultant of the applicability of the Prevailing Wage Act.

When applicable, the CONSULTANT agrees to provide the Kane County Division of Transportation "certified payrolls" as required by the Prevailing Wage Act

Company Name

Signature of Officer of Company

Title

Date

Exhibit D: Project Schedule

Legend: ■ Consultant Task ■ Kane County Review ■ IDOT Review

Schedule

Task Description	2023												2024												2025											
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Initiation and Kick-Off	■														■																					
Data Collection and Survey	■	■																																		
Utility Coordination		■													■						■				■						■					
Environmental Studies	■	■	■	■	■	■	■	■	■	■	■																									
Geometric Studies		■	■	■	■	■	■	■	■	■	■																									
Drainage Studies	■	■	■	■	■	■	■	■	■	■	■																									
Stakeholder Coordination					■	■	■	■	■	■	■																									
Project Development Report					■	■	■	■	■	■	■																									
Contract Documents (PS&E)																																				
Land Acquisition																																				
Meetings	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
Project Administration and Management	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	

Milestones

- | | | |
|--------------------------------|------------------|-------------------------|
| 1 Environmental Survey Request | 7 Draft PDR | |
| 2 Pref. Improvement Plan | 8 Final PDR | R ROW Certified |
| 3 EDP | 9 Pre-Final PS&E | F Federal Authorization |
| 4 PDP | 10 Final PS&E | * Design Approval |
| 5 Jurisdictional Determination | | # Letting |
| 6 Environmental Clearances | | |

Recessed Reflective Pavement Marker

Countywide Various Corridors

Kane County Division of Transportation



Exhibit D: Project Schedule

Recessed Raised Reflective Markers
 Countywide Various Corridors, Phase I and II
 Kane County Division of Transportation

Legend: ■ Consultant Task ■ Kane County Review ■ IDOT Review

Schedule

Task Description	2023												2024			
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
Project Initiation and Kick-Off	█															
Data Collection	█															
Geometric Studies	█	█	█ 2													
Form 19100			█	█	█ 4	█	█	█ 5	█ *							
Contract Documents (PS&E)							█	█	█ 6	█	█ 7			#		
Meetings	█	█	█	█	█	█	█	█	█	█	█					
Administration and Management	█	█	█	█	█	█	█	█	█	█	█					

Milestones

- | | |
|--------------------------------|-------------------|
| 1 Environmental Survey Request | 7 Final PS&E |
| 2 Pref. Improvement Plan | * Design Approval |
| 3 Environmental Clearances | # Letting |
| 4 Draft 19100 | |
| 5 Final 19100 | |
| 6 Pre-Final PS&E | |

Kimley»»Horn

December 5, 2022

Purchasing
Kane County, Illinois
719 S Batavia Avenue
Geneva IL 60134

RE: Disclosure Statement for Kimley-Horn

Kimley Horn and Associates, Inc. hereby certifies that, to the best of our knowledge, Kimley-Horn _____ has X has not donated funds to any Kane County elected officials.

Associates Group Services, Inc. owns 100% of Kimley-Horn. APHC, Inc. owns 100% of Associates Group Services, Inc. APHC, Inc. is owned by individuals that are Kimley-Horn employees, none of which own 5% or more of the outstanding shares.

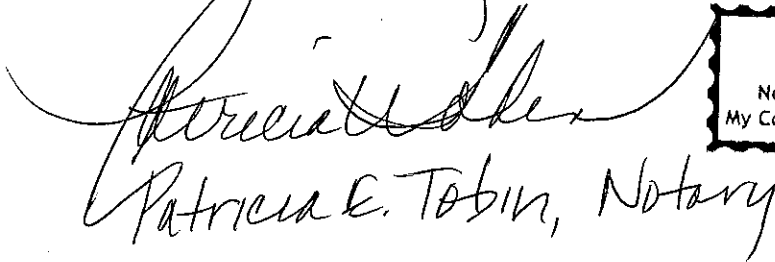
Please contact me at 630.487.3469 or sagar.sonar@kimley-horn.com should you have any questions.

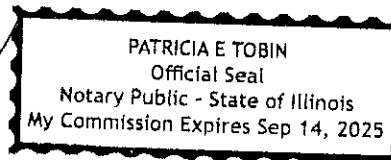
Sincerely,
Kimley-Horn and Associates, Inc.

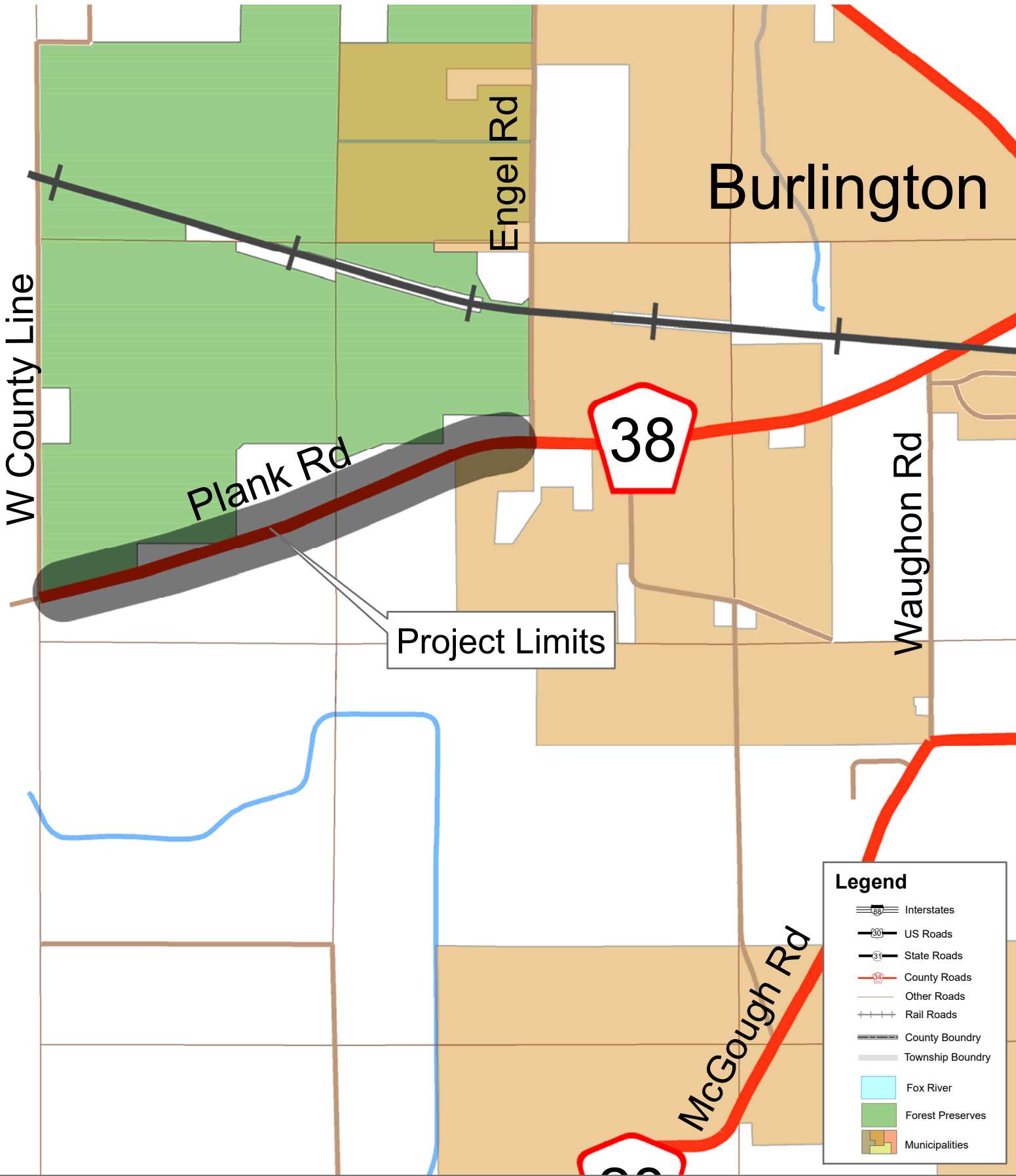


Sagar R. Sonar, P.E., PTOE
Associate

On this 5th day of December, 2022 before
me came Sagar R. Sonar


Patricia E. Tobin, Notary



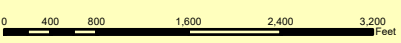


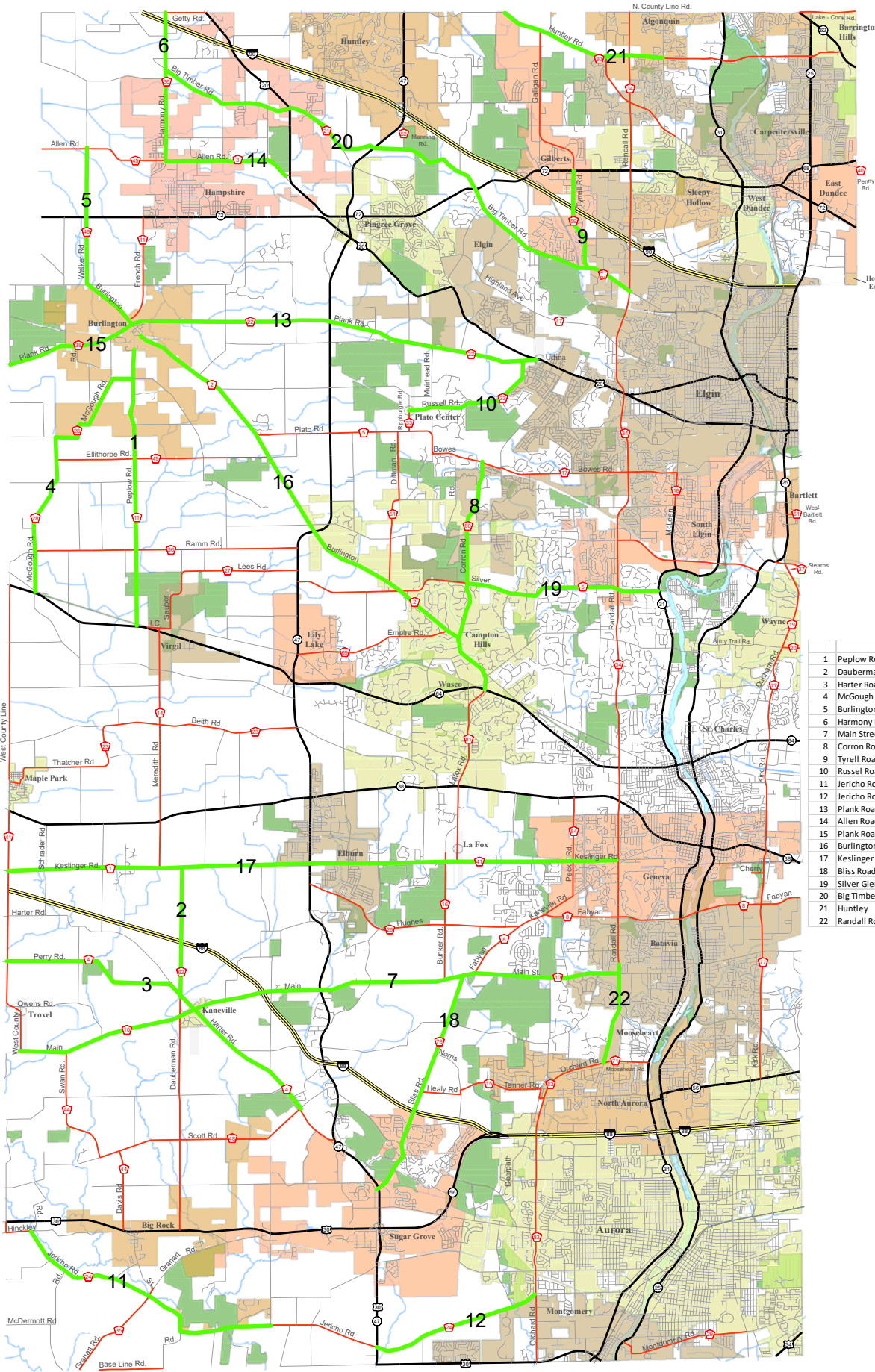
Project Limits

Legend

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundary
- Township Boundary
- Fox River
- Forest Preserves
- Municipalities

HSIP Plank Road - West County Line Road to Engel Road



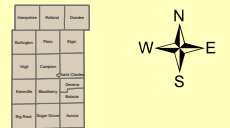
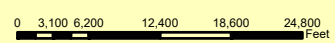


Route	Limits
1	Peplow Road IL 64 to Rolling Oaks Drive
2	Daubermann Road N of Welch Creek Bridge to Keslinger Road
3	Harter Road/Perry Road W. County Line Road to Scott Road
4	McGough IL 64 to Peplow Road
5	Burlington Road/Walker Road Plank Road to Allen Road
6	Harmony Road Allen Road to Getty Road
7	Main Street W. County Line Road to Randall
8	Corron Road Burlington Road to Bowes Road
9	Tyrell Road I 72 (Higgins Road) to Big Timber Road
10	Russel Road Rippburger Road to Plank Road
11	Jericho Road Hinckley Road to Dugan Road
12	Jericho Road IL 47 to Orchard Road
13	Plank Road Burlington Road to US Route 20
14	Allen Road Harmony Road to Brier Hill Road
15	Plank Road W. County Line Road to Burlington
16	Burlington Road IL 64 to Railroad Street (Burlington)
17	Burlington Road W. County Line Rd to Randall Road
18	Bliss Road IL 47 to Main Street
19	Silver Glen Road Corron to IL 31
20	Big Timber Road Harmony Road to Randall Road
21	Huntley Kreutzer Road to Sleepy Hollow Road
22	Randall Road Mooseheart Road/Orchard Road to Wilson St

Legend

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundary
- Township Boundary
- Fox River
- Forest Preserves
- Municipalities

2022 Kane County Recessed Reflective Pavement Marker



NOW, THEREFORE, BE IT RESOLVED that the Kane County Board that the Chairman thereof is hereby authorized to amend Resolution 22-480 to include the financial information related to the contract with Axon in the amount of \$2,665,521, to provide Justice Premiere to the SAO and the Public Defender’s Office for a ten (10) year term.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the following adjustment to the Fiscal Year 2023 budget is hereby authorized to fund the first year of the contract:

127.800.000.30105	Judicial Technology: RTA Sales Tax	+\$136,000
127.800.812.50150	Judicial Technology: Contractual/Consulting	- \$ 85,000
127.800.812.89000	Judicial Technology: Net Income	- \$ 1,156
127.800.812.50340	Judicial Technology: Software Licensing Cost	+ \$222,156
001.000.000.39357	Gen Fund: Transfer from COVID P/R Reserve	+ \$ 85,000
001.060.060.50150	Gen Fund: ITD: Contractual/Consulting	+ \$ 85,000
357.800.000.39000	COVID P/R Reimbursement: Cash on Hand	+ \$ 85,000
357.800.673.99001	COVID P/R Reimbursement: Transfer to Gen Fund	+ \$ 85,000

Line Item: 127.800.812.50340

Line Item Description: Software Licensing

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? N

Are funds currently available for this Personnel/Item/Service in the specific line item? N

If funds are not currently available in the specified line item, where are the funds available?

Additional RTA Sales Tax Revenue and COVID P/R Reimbursement Reserve

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

committee shall also have jurisdiction to direct and oversee the management and environmental management of county owned landfills. Finally, this committee shall have jurisdiction to offer assistance and technical expertise to other county agencies, departments and offices to address environmental concerns and corrective actions for county owned property, and throughout the county.

3. Executive: This committee shall consist of the chairpersons of all standing committees, including the cochairpersons of the legislative committee and the jobs committee. The chairperson of the county board shall be the chairperson of this committee, and the vice chairperson of the county board, and the deputy chairperson of the county board shall be an ex officio member of this committee. Any member of the executive committee is entitled to one vote on any matter, regardless of the number of appointments each member of the executive committee holds as a result of his or her positions with other standing committees.

This committee shall have jurisdiction over all matters pertaining to the office of the county auditor, the sheriff's department merit commission, and the liquor control commission; including approval of the purchase of supplies and equipment for each of said offices where same is not in conflict with statutory requirements appertaining to said office.

Subject to the approval of the county board, this committee shall also have jurisdiction over all matters pertaining to the compensation of the members of the county board, the rules of order of the county board, fees, salaries, and clerk hiring for and in all departments of the county, and the amount of the salary and per diem compensation of all county officers not otherwise set by law. The structure for the appointment of department heads and adjustment of the salaries of department heads and other employees is as follows:

The county engineer, the supervisor of assessments, and the plat officer, shall be appointed and compensated in a manner set by operation of state statute.

The term "department head" refers to the executive director of the finance department; the executive director of the human resources management department; the director of the division of transportation; the director of development and community services; the director of environmental and water resources; the executive director of the health department; the director of office of community reinvestment; the director of office of emergency management; the executive director of information technologies and building management; the supervisor of assessments; and the Kane County emergency communications director of communications.

The appointment of all executive directors is to be initiated by the county board chairman with input for advisory and transparency purposes from the director of human resources management, and the chairman of the standing committee to which the executive director reports for oversight. These advisers will be charged with reviewing and amending as needed the job description, salary range as it fits with the current budget, and the initial review of applicants. The finalists selected by the chairman will then be reviewed by an interview group consisting of the chairman of the standing committee, an ad hoc member of the county board chosen by the board chairman to be preferably another member of the standing committee, the county board chairman, the director of human resources management, and either the board vice chairman or chairman of the finance committee. The final selection for appointment by the board chairman with consensus advice from the interview group will be sent to the full board for consent.

To the extent not set by operation of state statute or other sections of this code, the adjusting of department head salaries is to be initiated by the county board chairman with the

advice and consent of the standing committee to which the department head reports, and with the advice and consent of the executive committee, and then with the approval of the county board.

The compensation of employees whose compensation is governed by collective bargaining agreements shall be set by the county board in a manner as set forth in this code.

The salaries of all other individual employees are to be set by the heads of their respective office or department within the budget set under the jurisdiction of the executive committee as approved by the county board.

This committee shall also have jurisdiction over the approval of all official bonds. Each county official furnishing a bond for approval shall be requested to obtain at least three (3) sealed bids from corporate sureties, if corporate sureties are required by the committee.

This committee shall also have jurisdiction over all matters involving county policy and shall be the coordinator of the activities of the various standing committees.

This committee shall also have jurisdiction over all matters relating to the county budget for each fiscal year and shall annually prepare and submit to the county board an estimate of receipts, revenue and expenditures required in any fiscal year, in accordance with the terms and provisions of statute pertaining thereto and shall authorize and direct that the county finance director provide and deliver to each member of the county board a copy of said proposed annual budget and appropriation ordinance at the meeting of the county board at which the annual budget and appropriation ordinance is presented to said board; and the budget and appropriation ordinance shall be made conveniently available for public inspection for at least fifteen (15) days prior to final action thereon by the county board. The executive committee shall also have jurisdiction over the preparation of the annual tax levy for consideration and enactment by the county board in conformance with the statutes of the state.

This committee shall keep itself informed as to proposed legislation affecting the county and any of its officers and to bring to the attention of the board all such legislative matters which the committee deems desirable for the board's consideration. This committee shall act as liaison committee between the board, county officers and heads of county departments and the members of the Illinois legislature.

4. Judicial And Public Safety: This committee shall have jurisdiction over all matters pertaining to the office of state's attorney, public defender, the police function of the office of sheriff, and the coroner's office, which shall include the purchase of supplies and equipment for said offices where the same is not in conflict with statutory requirements appertaining to said offices. This committee shall also have jurisdiction over the departments of the youth home, diagnostic center, adult corrections, court services, juvenile court services, adult probation and community correctional services, including the approval of purchase of supplies and equipment for said departments, where the same is not in conflict with statutory requirements, and shall have jurisdiction over the corrections complex fund and any related matters. This committee shall also have jurisdiction over maintenance and repair of the grounds and buildings of the adult correctional facility, and any permanent improvements thereon. This committee shall also have jurisdiction over the office of emergency management, which shall include approval of the purchase of supplies and equipment for said office. This committee shall also have jurisdiction over all matters relating to the employment of special counsel or attorneys when the same are required by law or action of the board in accordance with applicable law; and shall have jurisdiction over all matters

relating to the courts and judiciary, and all matters relating to jury commissioners, and all matters pertaining to dependent children's care and to the judicial functions of the sheriff's office such as bailiffs and process servers. This committee shall have jurisdiction over the office of the circuit court clerk which shall include approval of the purchase of supplies and equipment for said office, where the same is not in conflict with statutory requirements appertaining to said office.

5. Human Services: This committee shall have jurisdiction over matters pertaining to county personnel, including, but not limited to, the job classification schedule and pay plan of the county and shall have jurisdiction over the insurance coordinator, and payroll, and the human resources department. The duties of this committee shall not include those duties of the labor management committee as defined elsewhere in this code.

6. Public Health: This committee shall have jurisdiction over all matters concerning the county board's function as the board of health established pursuant to applicable statutes and other county ordinances related to the board of health and to all matters relating to county noxious weed control. This committee shall also have jurisdiction over ~~the office of emergency management and~~ the office of the animal control administrator, which shall include the purchase of supplies and equipment for said offices.

7. Public Service: This committee shall have jurisdiction of all matters relating to the offices of the county clerk, recorder, superintendent of the educational service region, veterans' assistance commission, collector, board of review and supervisor of assessments. This includes, but is not limited to, the approval of the purchase of supplies and equipment for said offices where the same is not in conflict with statutory requirements, tax extension functions, voter registration, compensation of judges of election and election supplies and tract indexes.

8. Transportation: This committee shall have jurisdiction over all matters relating to county highways, including the repair, maintenance and improvements thereof; the purchasing and acquiring of necessary land by condemnation or otherwise for the construction and improvement of county highways; the purchase and acquiring of necessary gravel deposits; and approval of the purchase of supplies, materials and road equipment needed for the construction and maintenance of county highways; the construction and maintenance of buildings needed for the housing and repair of road equipment; and also approval of the purchase of supplies and equipment for the office of the county superintendent of highways. This committee shall also have jurisdiction over all matters relating to township motor fuel tax monies allotted to the township as provided by resolutions adopted by this board.

9. Finance/Budget: This committee shall have jurisdiction over review of budget proposals as presented by standing committees and recommend a balanced budget to be forwarded to the executive committee. It shall also continually review the financial operations of departments for forecasting; recommending policies of planning, economics and efficiency to the executive committee. The following shall report to this committee: auditor, treasurer and finance director. Nothing in this subsection A9 shall in any way affect the reporting of the auditor and finance director to the executive committee of the county board. This committee shall review all financing expenditures not within the approved budget as recommended by other standing committees and shall make recommendations regarding the possibility of financing to the executive committee. It shall not be within the powers of the finance/budget committee to determine or change priorities or policies which have been set by the

responsible standing committees.

10. Legislative: This committee shall have jurisdiction over legislative matters pertaining to Kane County government and shall act as the liaison to Kane County's delegation to the Illinois general assembly and to the congress of the United States. The committee shall have the responsibility to review, evaluate and to recommend action with respect to all pending and proposed legislation affecting or of interest to Kane County government. The committee shall also work with the chairmen of other standing and special committees, countywide elected officials, legislative counsel, other units of local government and nongovernmental organizations in formulating its recommendations. The committee may also recommend to the county board new legislation that the committee deems necessary or desirable for the people of Kane County. This committee shall have two (2) cochairpersons, each of whom shall be members of the executive committee.

11. Energy And Environmental Technology: This committee shall have jurisdiction to offer assistance and technical expertise to other county agencies, municipalities, departments and offices to address environmental concerns and corrective actions for county owned property, and throughout the county. In addition, this committee shall have responsibility for all matters pertaining to the Kane County Energy Plan and other energy related issues and opportunities including but not limited to wind turbines, solar energy generation, alternative fuels and other energy sources and projects. This committee shall also have jurisdiction over the Kane County Sustainability Plan, green sustainable techniques, sustainable/resilient community activities, and environmental technologies that apply to county board buildings and properties. It shall have jurisdiction over matters pertaining to water supply planning, the education and promotion of water conservation and efficiency, and watershed planning efforts, studies and coalitions. This committee shall provide educational materials to the public and coordinate with the federal, state and local governments on all programs and initiatives and closely coordinate all work programs and projects with the county development, county administration and county transportation committees. Finally, this committee shall have jurisdiction over all matters pertaining to solid waste directives, goals and policies as defined in the Kane County Code or in the Kane County Solid Waste Management Plan, Chapter 11 of this code and the Illinois Environmental Protection Act. The goal of the Solid Waste Plan is to ensure the county is meeting its solid waste, recycling and waste reduction requirements and goals. This committee shall also have jurisdiction to direct and oversee the management of county owned landfills from inception to final closure, excluding end use planning, design and construction.

12. Jobs: This committee will provide guidance to the county board on all matters pertaining to job retention and creation in Kane County. Its objective will be to maintain and increase employment in Kane County and to promote the creation of more jobs that pay higher wages, especially in the private economy. Committee leadership and membership will survey current employers to learn how the county can protect existing jobs and demonstrate our appreciation for employers' efforts. The committee will organize a task force type effort to streamline permits and other regulations of businesses to encourage job growth. Efforts will be made to focus attention and community resources on the employment of veterans, especially those returning from wars in Iraq and Afghanistan. This committee will have jurisdiction over the promotional efforts of Kane County "sparklers", i.e., employers, employees, individuals and groups that provide especially good examples for Kane County, citizens, and taxpayers. This committee shall have jurisdiction over the Kane County

department of employment and education.

This committee shall have two (2) cochairpersons, each of whom shall be members of the executive committee.

13. Agriculture: This committee shall have jurisdiction to offer assistance and technical expertise to other county agencies, municipalities, departments and offices to address concerns unique to agriculture. Recognizing that agriculture is the second leading industry in Kane County, this committee will meet periodically with organizations and groups representing farming interests to propose guidelines to the county board as needed.

B. Appointments: Members and chairpersons, and cochairpersons of all standing committees shall be appointed by the chairperson of the county board, with the concurrence of the county board, at the December meeting of the county board, each to serve to the next December meeting of the county board and until their respective successors be appointed; provided, however, should a vacancy occur on any committee or a committee chairpersonship before the ensuing December meeting of the county board, the chairperson of the county board shall have the power to fill said vacancy.

The chairperson of the county board is empowered to appoint a member of the county board who is otherwise duly qualified according to law, as a member of any committee or committees of the board without necessity of such county board member having been seated at a meeting of the county board prior to such appointment. Each member of the county board shall be appointed to serve on no fewer than two (2) standing committees.

C. Quorum: A majority of a standing committee of the county board shall constitute a quorum. In the absence of a quorum, the members of that committee present shall have the power to adjourn the meeting to another day without necessity of further notice.

D. Rules: "Robert's Rules Of Order", and the rules of order of the county board herein contained, shall govern all meetings of standing committees in all cases to which they are applicable. Provided, however, that in the case of any conflict between the rules of order and "Robert's Rules Of Order", the rules of order shall prevail.

E. Ex Officio Membership: The chairperson and vice chairperson of the county board and the deputy chairperson of the county board shall be ex officio members of all standing committees. Excepting the executive committee, the membership of the board chairperson and vice chairperson and deputy chairperson shall be in addition to the number of members otherwise provided in this division for each of the standing committees, and they shall not be considered in the determination of the quorum needed for the conduct of business of a committee; however, their presence at a meeting shall be considered in the determination of whether a quorum is present at the meeting. The board chairperson, and vice chairperson, and deputy chairperson shall be entitled to vote only in the case of a tie, unless their presence was required to constitute a quorum at a meeting, in which case they may vote on all questions to come before the meeting.

The chairperson of the county development committee shall be an ex officio member of the transportation committee. The chairperson of the transportation committee and the president of the county's forest preserve district shall each be an ex officio member of the county development committee. The president of the forest preserve district, and the vice chairperson of the Kane County board, and the deputy chairperson of the Kane County board shall be ex officio members of the executive committee. The ex officio membership of each of the foregoing members shall be in addition to the number of members of said committees.

F. Subcommittees: The formation of a subcommittee requires a majority vote of the

standing committee or county board and shall consist of three (3) or more members.

G. Miscellaneous: Standing committees shall be further governed by the following provisions:

1. Each standing committee of the county board shall examine the reports and accounts of the offices, departments or functions coming under its jurisdiction and shall approve or disapprove all purchases of said offices or departments, and shall generally supervise the conduct of such offices, departments or functions.

2. Each standing committee of the county board shall examine the proposed annual budget of the office, departments or functions coming under its jurisdiction, and shall submit all of said budgets with recommendations to the executive committee at least sixty (60) days before the meeting of the county board at which the annual budget and appropriation ordinance is to be approved.

3. Each standing committee of the county board shall exercise extreme diligence in supervising expenditures of the offices, departments or functions under their jurisdiction with a view of holding such expenditures within the limits established by the county budget and shall require the head of such office or department to report separately on each division of such office or department.

4. The chairperson of each standing committee shall appoint the secretary for the committee from the committee membership. The secretary shall keep the minutes of all meetings of said committee. The chairperson of each standing committee may assign a county employee the task of taking the meeting minutes. The secretary of such committee shall file said minutes with the county clerk no later than thirty (30) days subsequent to the adjournment of the meeting at which the minutes are approved.

5. All standing committee reports, resolutions, recommendations, etc., are to be submitted, in writing, and signed by the chairperson(s) of the committee approving same.

6. No standing committee shall begin or continue its sitting while the board is in session.

7. Meetings of all committees shall be subject to call upon forty eight (48) hours' written notice of the committee chairperson(s), or of the majority of committee members.

Passed by the Kane County Board on January 10, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Amending Section 2-48 of the Kane County Code

Committee Flow:

County Board

Contact:

Assistant State's Attorney Erin Brady

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

This resolution amends the section 2-48 of the Kane County Code to match current practice such that the Office of Emergency Management reports to the Judicial and Public Safety Committee.