

**KENDALL COUNTY BOARD AGENDA
ADJOURNED JUNE MEETING**

**Kendall County Office Building, Rooms 209 & 210, Yorkville IL 60560
Tuesday, September 5, 2023, at 6:00 p.m.**

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Roll Call
5. Determination of a Quorum
6. Approval of Agenda
7. Special Recognition
8. Public Comment
9. Consent Agenda
 - A. Approval of County Board Minutes from August 2, 2023
 - B. Standing Committee Minutes Approval
 - C. Approval of Claims in an amount not to exceed \$2,326,466.72
 - D. Approval of an Intergovernmental Agreement between Kendall County and The Kendall County Forest Preserve District for the Commitment of Kendall County Fox River Watershed Escrow Funds to Serve as the Required Local Match to a District-Sponsored USEPA Section 319 Grant Application for the Removal of the Low Head Dam and Related Soil Erosion Control and Water Quality Improvement Projects at Little Rock Creek Forest Preserve
 - E. Approval of Request to add a Fourth Full -time GIS Position
10. Old Business
11. New Business
 - A. Approval of Pivot-Tech as the awardees of the Request for Proposal Public-Private Partnership in Providing Fiber to the Home and Internet Services
12. Standing Committee Reports
 - A. Finance and Budget
 1. Approval of 13 Squad Car Purchases
 - B. Economic Development & Administration
 1. Approval of Rabies Quarantine Agreement Form
13. Special Committee Reports
14. Liaison Reports
15. Other Business
16. Chairman's Report
17. Public Comment
18. Questions from the Press
19. Executive Session
20. Adjournment

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

**KENDALL COUNTY BOARD
ADJOURNED JUNE MEETING
August 2, 2023**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Rooms 209 & 210, in the City of Yorkville on Wednesday, August 2, 2023, at 6:00 p.m. The Clerk called the roll. Members present: Chairman Matt Kellogg, Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Dan Koukol, Jason Peterson, Ruben Rodriguez, Brooke Shanley and Seth Wormley. Member(s) absent: None

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

PLEDGE OF ALLEGIANCE

The County Interns led the Pledge of Allegiance.

INVOCATION

Circuit Clerk Matt Prochaska gave the invocation.

THE AGENDA

Member Rodriguez moved to approve the agenda. Member Peterson seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. Motion carried.

COUNTY BOARD MEMBER TERMS

County Clerk, Debbie Gillette drew the term length for the County Board Members.
District 2 will receive 3 – 4 year terms and 2 – 2 year terms.
District 1 will receive 2 – 4 year terms and 3 – 2 year terms.
District 2 members receiving a 4 year term are Elizabeth Flowers, Matt Kellogg and Brooke Shanley.
District 2 members receiving a 2 year term are Zach Bachmann and Dan Koukol.
District 1 members receiving a 4 year term are Jason Peterson and Ruben Rodriguez.
District 1 members receiving a 2 year term are Brian DeBolt, Scott Gengler and Seth Wormley.

PUBLIC COMMENT

Margaret Sheehan spoke about Elections.

Scott Pugsley encouraged the Board to pay for Todd Milliron’s legal fees for the County Board Member terms of office lawsuit.

CONSENT AGENDA

Member Shanley moved to approve the consent agenda.

- A. Standing Committee Minutes Approval
- B. Approval of Claims in an amount not to exceed \$2,432,919.03
- C. Approval of the purchase of Ferno iNX powered cot

C) COMBINED CLAIMS: ADMIN \$6,359.37; ANML CNTRL WRDN \$1,940.74; ASSESS \$102.90; CIR CT CLK \$2,999.07; CIR CRT JDG \$2,768.09; CRNR \$3,574.82; CORR \$31,713.35; CNTY BRD \$493,824.66; CNTY CLK \$412.96; HIGHWAY \$1,648,737.91; CNTY TRSR \$6,144.67; ELECTION \$16,346.25; EMA \$78.77; EMA DRCTR \$15,889.95; GIS COORD \$1,995.14; HLTH & HMN SRV \$5,929.65; HR \$232.72; JURY \$3,879.86; MRT COMM \$445.00; PBZ PLNNR \$26,545.14; PBZ \$2,279.36; POSTG \$1,492.98; PRSDNG JDG \$698.00; PROB SPVSR \$434.90; PUB DFNDR \$169.00; SHRF \$24,657.17; ST ATTY \$4,184.08; TECH \$5,523.74; UTIL \$24,112.57; VET \$4,665.22; FP \$24,328.88; SHF \$21,860.04; SHF \$13,592.07; SHF \$35,000.00

NEW BUSINESS

Summer Internship Presentation

The summer Interns presented what they have learned and gained while working as an Intern with the County.

STANDING COMMITTEE REPORTS

Facilities & Technology

Bid Recommendation

Member DeBolt moved to approve the updated Mechanical Contractor bid recommendation for Phase 1 of the Fox Street Campus Expansion Awarding Bid Package #12 – Mechanical to Jensen’s Plumbing & Heating for a Total Contract Value of \$404,800.00. Member Flowers seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

CHAIRMAN’S REPORT

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

Appointment

Dan Koukol – Workforce Development Board – 2 year term – Expires September 2025
Chris Mehochko – Workforce Development Board – 2 year term – Expires September 2025
Heather Hadrys– Workforce Development Board – 2 year term – Expires September 2025

PUBLIC COMMENT

Todd Milliron thanked the young scholars for their internship with the County.

ADJOURNMENT

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

Approved and submitted this 4th day of August 2023.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

COUNTY OF KENDALL, ILLINOIS
ECONOMIC DEVELOPMENT/ ADMINISTRATION COMMITTEE
 Meeting Minutes for Wednesday August 16, 2023, at 5:30 p.m.

Call to Order The meeting was called to order by Committee Chair Elizabeth Flowers at 5:30 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Elizabeth Flowers	here		
Scott Gengler	here		
Dan Koukol	absent		
Brooke Shanley	here		
Seth Wormley	here		

With four (4) members present a quorum was established.

Approval of Agenda – Member Shanley made a motion to approve the agenda, second by Member Gengler.
With four (4) members voting aye, the motion was carried by a vote of 4-0.

Committee Reports and Updates

A. Animal Control Department Update

Director of Animal Control Taylor Cosgrove briefed the committee on projects and reports. The Rabies Quarantine Agreement form is included in the packet Page 13-14, Ms. Cosgrove is seeking committee approval for this proposed waiver. Rabies tags are currently being entered and double checked to be sure everything is up to date for accurate representation of the tags sold and revenue. Increase in the cost of cat tags will be included. The department is also working on the job template for the Administrative Veterinarian position.

Member Shanley made a motion to forward the Rabies Quarantine Agreement to the next County Board meeting, second by Member Wormley. **With four (4) members voting aye, the motion was carried by a vote of 4-0.**

B. Emergency Management Agency Update

Latreese Caldwell briefed the committee on the July EMA report included in the packet on page 16 provided by Roger Bonuchi.

C. Revolving Loan Status Update

Latreese Caldwell directed the committee members to page 17 of packet for the July Loan Status report. She noted that she is working with the States Attorney’s Office on Lucky’s Beef N Dogs payment deficiencies.

New Committee Business

A. DISCUSSION Economic Development Coordinator position

Director of PBZ Matt Asselmeier briefed the committee on the status of this job position. Interviews are ongoing, with three more interviews in the next two weeks. A possible start date would be the end of September.

B. DISCUSSION Economic Development Tax Abatement

Director of PBZ Matt Asselmeier directed the committee to page 18 of the packet and explained this memorandum came from a previous Economic Development and HR Committee meeting in February 2023. Montgomery requested a 10-year abatement, with a 75% abatement in the first five years and 50% abatement over the second five years with no clawbacks (recapture provision) for a project southwest of the former Caterpillar property. The Village of Montgomery is negotiating for all the taxing bodies. Matt said that this proposal would be precedent setting as this is the first request for this type of abatement; in terms of length and no clawback provision. He is asking this committee for guidance as to whether the County would be agreeable to the tax abatement with this length of time and to an agreement without clawbacks. Matt Asselmeier, normal is first year is 75%, second year is 50% and third year is 25%. The committee came to a consensus that they will not agree to this proposed tax abatement as presented.

Old Committee Business – none

Chairman’s Report – none

Public Comment – none

Questions for the Media- none

Executive Session – none

Items for the Committee of the Whole Meeting – none

Action Items for County Board-

- Rabies Quarantine Agreement

Adjournment – Member Shanley made a motion to adjourn, second by Member Gengler. **With four (4) members present in agreement, the meeting was adjourned at 5:55 p.m.**

Respectfully submitted,
Sally A. Seeger
Administrative Assistant

COUNTY OF KENDALL, ILLINOIS
HUMAN RESOURCES AND INSURANCE COMMITTEE
Meeting Minutes for Monday, August 7 at 5:30 p.m.

Call to Order

The meeting was called to order by Committee Chair Ruben Rodriguez at 5:30 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Ruben Rodriguez	Here		
Jason Peterson	Here		
Elizabeth Flowers	Here		
Zach Bachmann	Here		
Matt Kellogg	Absent		

With four (4) members present a quorum was established.

Staff Present: Latreese Caldwell, Tricia Springman, Bob Jones

Others Present: Mike Wojcik and Rebecca West; The Horton Group

Approval of Agenda – Member Bachmann made a motion to approve the agenda, second by Member Peterson. **With four (4) members voting aye, the motion carried by a vote of 4-0.**

Committee Reports and Updates –

- A. Monthly Benefits Report Provided by Kendall County Treasurer’s Office – Chief Deputy Treasurer Bob Jones provided the monthly medical insurance report to the committee (included in packet- page 2-3).

- B. Monthly Report Provided by Kendall County Human Resources Department – HR Generalist Tricia Springman spoke about the updates in the HR Department for the months of June and July (included in packet-page 4-8). Key points mentioned include the second HR Generalist will start on August 15th, wrapping up the interview process for the County Administrator position, also starting marketing for fall interns. Employee Summer Olympics and the employee picnic/movie in the park were held during the month of July with positive feedback. Labor negotiations are ongoing for FOP and will begin soon for Clerk’s office and Circuit Clerk’s office.

New Committee Business –

- A. Presentation – The Horton Group – Approval of Plan Performance/Renewal Planning Executive Vice President for the Horton Group Mike Wojcik led a presentation for 2023 mid-year plan performance and 2024 renewal planning. He provided the committee with an informational packet for reference. Key takeaways:
 - State of the Healthcare market: Pandemic years of 2020 to May 2023 have caused some of the greatest financial setbacks to hospitals, doctors, and nurses. Added costs are impacting hospital contract negotiations and trending costs upward. Pharmacy costs continue to grow; retail pharmacy costs continue to capture 20-30% of total healthcare. Specialty drugs and gene therapy drugs are very costly, and most have patents on these drugs which contributes to high costs.

- The past 5 years Kendall County performed better than market.
- The preliminary renewal forecast is projected at 17.8%. Marketing and renewal negotiations start 8/15/23 and run through 9/15/2023. In addition, the employer contribution HSA \$1500 deductible will increase by \$100 to \$1600. Also, the employer contribution HSA \$3,000 deductible will increase by \$200 to \$3200.
- Strategies to control costs include expanding Telehealth and Virtual Care, identifying the root causes for healthcare and lower the need (Horton has hired two registered nurses to look at trends), change to a 4-tier rate model vs current 2-tier model for better eligibility management, better communication for wellness programs, and expand Telehealth mental health/primary care.
- Renewal meeting scheduled for 10/2/2023 and open enrollment starts 11/1/2023.

Old Committee Business – None

Chairman’s Report – None

Public Comment – None

Executive Session – None

Items for the Committee of the Whole Meeting – None

Action Items for County Board – None

Adjournment – Member Flowers made a motion to adjourn, second by Member Bachmann. **With four (4) members present in agreement, the meeting was adjourned at 6:35 p.m.**

Respectfully submitted,
Sally A. Seeger,
Administrative Assistant

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL COUNTY AND
THE KENDALL COUNTY FOREST PRESERVE DISTRICT FOR THE
COMMITMENT OF KENDALL COUNTY FOX RIVER WATERHED ESCROW
FUNDS TO SERVE AS THE REQUIRED LOCAL MATCH TO A DISTRICT-
SPONSORED USEPA SECTION 319 GRANT APPLICATION FOR THE REMOVAL
OF THE LOW HEAD DAM AND RELATED SOIL EROSION CONTROL AND WATER
QUALITY IMPROVEMENT PROJECTS AT LITTLE ROCK CREEK
FOREST PRESERVE**

THIS INTERGOVERNMENTAL AGREEMENT (*“the Agreement”*) is by and between the County of Kendall, a unit of local government of the State of Illinois (*“Kendall County”*) and the Kendall County Forest Preserve District (*“District”*).

WITNESSETH:

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 manner 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 District and Kendall County (the *“parties”*) are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, pursuant to the Downstate Forest Preserve District Act, "Any forest preserve district organized under this Act shall have the power to create forest preserves, and for that purpose shall have the power to acquire in the manner hereinafter provided, and hold lands containing one or more natural forests or parts thereof or land or lands connecting such forests or

parts thereof, or lands capable of being forested, or capable of being restored to a natural condition, for the purpose of protecting and preserving the flora, fauna, and scenic beauties within such district, and to restore, restock, protect and preserve the natural forests and such lands together with their flora and fauna, as nearly as may be, in their natural state and condition, for the purpose of the education, pleasure, and recreation of the public.” 70 ILCS 805/5. “Any such District shall have power to . . . acquire, develop, improve and maintain waterways in conjunction with the district.” 70 ILCS 805/6; and

WHEREAS, on March 29, 2018, the District acquired the property known as Little Rock Creek Forest Preserve in Little Rock Township; and

WHEREAS, there is a breached low-head dam constructed of sheet pile and concrete located within the Preserve impacting the Little Rock Creek flow regime, water quality, and movement of conservative fish and mussel species located within the Preserve; and

WHEREAS, the District has retained Hey & Associates, Inc. to develop construction cost estimates, and the methods and approaches to remove the dam and complete related projects in order to mitigate Fox River stormwater impacts, improve water quality, conserve biological resources, and reduce flooding, erosion and pollution impacts, with said contract also including the development and submission of a USEPA Section 319 Nonpoint Source Management grant application on behalf of the District in order to fund sixty percent (60%) of the costs for the dam removal and related preserve shoreline restoration protection and soil erosion control improvement projects (**Exhibit A**). Hey & Associates’ total project cost estimate is \$841,403.33 (60%: \$504,842.00; 40%: \$336,561.33); and

WHEREAS, as part of the District’s USEPA Section 319 grant application, the District is required to extend local matching funds equivalent to no less than forty percent (40%) of the total

project costs for the proposed low head dam removal and associated watershed improvement projects; and

WHEREAS, Section 1300 of the Kendall County Stormwater Management Ordinance allows a developer to pay to Kendall County a fee in-lieu-of fulfilling certain runoff storage requirements for development projects; and

WHEREAS, any fees Kendall County collects pursuant to Section 1300 of the Kendall County Stormwater Management Ordinance are maintained by Kendall County in a separate fund for the particular watershed where the fee was collected and may be spent to plan, design, or construct an upgrade to existing or future stormwater management systems within that watershed; and

WHEREAS, Kendall County has assessed and collected fees-in-lieu totaling approximately \$389,800.00 for developments within the Fox River watershed; and

WHEREAS, Kendall County has determined that removal of the Little Rock Creek dam and related projects would improve stormwater management in the Fox Valley watershed; and

WHEREAS, Kendall County has determined that expending funds from the Fox River watershed fee-in-lieu fund for the Little Rock Creek dam removal and related projects would mitigate the effects of stormwater runoff; and

WHEREAS, Kendall County is hereby committing to fund, out of the Fox River watershed fee-in-lieu fund, the forty percent (40%) required local match upon award of a USEPA Section 319 grant to the District in order for the District to complete the dam removal and related shoreline protection and soil erosion control projects; and

WHEREAS, the District is committed to budgeting and appropriating the remaining reimbursable project costs necessary to complete the project using the District's rolling grant fund

(Fund 1913), which funds will be fully reimbursed under the USEPA Section 319 grant agreement, if awarded.

NOW THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, the parties hereby agree as follows:

1. Incorporation of Preambles. The recitals contained in the Preamble hereto are material and are hereby incorporated as part of this Agreement as if fully restated herein. The parties shall fully cooperate with each other in carrying out the terms of this Agreement.

2. Grant Application. The District shall, upon execution of this Agreement, complete and submit a USEPA Section 319 grant application. Award of the Section 319 grant will commit the required forty percent (40%) matching funding from the Kendall County Fox River Watershed Escrow account in an amount not to exceed \$336,561.33. The Kendall County Fox River Watershed Escrow account shall be the sole source of Kendall County's appropriation toward the dam removal and related projects. The amount appropriated shall not exceed \$336,561.33 nor shall it exceed 40% of project costs. If 40% of project costs is lower than \$336,561.33, that lower amount will be appropriated from the Kendall County Fox River Watershed Escrow. If the District is not awarded the Section 319 grant, Kendall County will be under no commitment to contribute any matching funds.

3. Maintenance. The District and Kendall County hereby agree that the restored and improved areas shall hereinafter be maintained by the District and the District alone. Further, the District shall be responsible for any future repair or replacement deemed necessary. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of Kendall County to finance, maintain, repair, replace, or otherwise control the resulting work.

4. Insurance. The District shall ensure that the District and each contractor and/or subcontractor performing work on the dam removal and related improvements shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name Kendall County as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County. Further, the District shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to Kendall County during the work.

5. Miscellaneous.
 - A. Choice of Law and Venue. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without

- H. Waiver. No waiver by either party of any breach of any term or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term or condition hereof. No term or condition of this Agreement shall be deemed waived by either party unless waived in writing.
- I. Entire Agreement. Except as hereinafter expressly provided, this Agreement supersedes all prior agreements, negotiations and representations between the parties regarding its subject matter and is a full integration of the entire Agreement of the parties regarding its subject matter.
- J. Assignment. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
- K. Termination. This Agreement may be terminated only by mutual consent of both parties acknowledged in writing.
- L. Relationship. Nothing contained in this Agreement, nor any act of the District or Kendall County pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the District or Kendall County.
- M. Authority to Execute Agreement. The District and Kendall County each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate governmental action to execute this Agreement.
- N. Indemnity. To the fullest extent authorized by law, the District shall indemnify and hold harmless Kendall County and its respective past, present and future County Board members, elected officials, insurers, agents, officers, and employees against any and all liabilities, claims, demands, suits, damages, charges, judgments, costs and expenses that may arise from any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims are due to any negligent or willful acts of the District in its performance under this Agreement or in its performance of the dam removal and watershed improvement projects at Little Rock Creek and Maramech Forest Preserves.
- O. Compliance with State and Federal Laws. The District agrees to comply with all applicable federal, state and local laws and regulatory requirements in completing the dam removal and related projects. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
- P. Prevailing Wage. The District agrees to (a) fully comply with all applicable requirements of the Illinois Prevailing Wage Act; (b) notify all contractors and subcontractors that the construction of any public work shall be subject to the Illinois Prevailing Wage Act; and

(c) include all notices required by statute and the Illinois Department of Labor in any contracts for the construction of a public work. In the event the District fails to comply with the notice requirements set forth in the Prevailing Wage Act, the District shall be solely responsible for any and all penalties, fines, and liabilities incurred for District's, contractor's, and/or subcontractor's violation of the Prevailing Wage Act.

- Q. Non-Discrimination. The District, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. The District, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.
- R. Certification. The District certifies that the District, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). The District further certifies by signing the Agreement that the District, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has the District made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
DAM REMOVAL					
1	TREE AND BRUSH CLEARING	AC	0.3	\$ 30,000.00	\$ 9,000.00
2	SEEDING (DAM AREA)	SY	250	\$ 10.00	\$ 2,500.00
3	EROSION CONTROL BLANKET (DAM AREA)	SY	250	\$ 2.50	\$ 625.00
4	BANK RESTORATION ¹	LF	550	\$ 90.00	\$ 49,500.00
5	STONE TOE TREATMENT ²	LF	750	\$ 100.00	\$ 75,000.00
6	CONCRETE AND SHEETPILE REMOVAL	L SUM	1	\$ 90,000.00	\$ 90,000.00
7	STONE RIPRAP GRADE CONTROL RIFFLE	TON	1250	\$ 100.00	\$ 125,000.00
8	EMBANKMENT CULVERT	L SUM	1	\$ 10,000.00	\$ 10,000.00
9	LEVEE OPENING	L SUM	1	\$ 12,500.00	\$ 12,500.00
10	EMBANKMENT WIDENING ³	LF	350	\$ 125.00	\$ 43,750.00
11	ABUTMENT STONE RIP RAP PROTECTION	TON	20	\$ 100.00	\$ 2,000.00
12	WATER MANAGEMENT	L SUM	1	\$ 50,000.00	\$ 50,000.00
12	SOIL EROSION AND SEDIMENT CONTROL ALLOWANCE	L SUM	1	\$ 25,000.00	\$ 25,000.00
14	MOBILIZATION	L SUM	1	\$ 15,000.00	\$ 15,000.00
SUBTOTAL					\$ 509,875.00
GULLY STABILIZATION					
1	TREE TREE AND BRUSH CLEARING	AC	0.6	\$ 15,000.00	\$ 9,000.00
2	SEDIMENT BASIN EARTHWORK	CY	730	\$ 15.00	\$ 10,950.00
3	EROSION CONTROL BLANKET	SY	2930	\$ 2.50	\$ 7,325.00
4	SEDIMENT BASIN SEEDING	SY	2930	\$ 2.50	\$ 7,325.00
5	STONE RIPRAP CHECK DAM ¹	EACH	9	\$ 4,500.00	\$ 40,500.00
6	PROPERTY EDGE EROSION MANAGEMENT SEEDING	SY	478	\$ 2.50	\$ 1,194.44
7	MOBILIZATION	L SUM	1	\$ 5,000.00	\$ 5,000.00
SUBTOTAL					\$ 81,294.44
ENGINEERING AND PERMITTING		L SUM	1.0	\$ 110,000.00	\$ 110,000.00
CONTINGENCY		PERC	1	20%	\$ 140,233.89
TOTAL					\$ 841,403.33

GRANT REQUEST COST SUMMARY		
REQUESTED SECTION SECTION 319 FUNDS	60%	\$ 504,842.00
LOCAL MATCH FUNDS (COUNTY STORMWATER IMPACT FUND NOT TO EXCEED \$387,000)	40%	\$ 336,561.33
PROJECT TOTAL		\$ 841,403.33

Why Pivot-Tech

Vision

The Connect Kendall County commission is seeking a comprehensive solution to the digital divide present in the county and Pivot-Tech shares that vision with us. In a partnership with them, we can build infrastructure that doesn't just connect our anchor institutions, but a network that brings service to the residents currently out of reach, drives economic development, creates jobs, makes our roads and cities safer, and so much more.

Caliber

To quote one of our commission members, "Pivot-Tech is the A-team". This partner brings existing relationships with the best companies for the problems we are aiming to solve. They are bringing the best in technology, in construction, in finance, and are led by a team that has developed and designed similar networks before, and are hungry to accomplish something incredible in Kendall.

Grants

Not only does a Pivot-Tech partnership come with grant services, our commission believes having them as a partner gives us a competitive edge in grant reception. It is a win-win.

Communication and Commitment

Throughout our entire selection process, Pivot-Tech and its eco system have been in constant communication with us, which has led to a lot of productive conversation, and improved our confidence in the ability to enter a positive partnership with them.

They are also very committed to Kendall County. They sent four representatives out to present to us twice in August alone. They are committed to helping us solve this integral community issue, and we believe having them as a partner gives us the support we need to accomplish that.



This Rabies Quarantine Agreement is entered into by and between Kendall County Animal Control and _____ (Pet Owner).

Quarantined Pet name & description: _____

Microchip number (if microchipped prior to quarantine): _____

Whereas, Kendall County Animal Control wishes to provide a Rabies Quarantine service and Pet Owner wishes to accept such services on the terms and under the conditions set forth below.

Now, therefore, Kendall County Animal Control and Pet Owner (“the parties”) intending to be legally bound, hereby agree as follows:

1. Pet Owner shall pay Kendall County Animal Control’s established rates for Rabies Quarantine services to Kendall County Animal Control at the time of drop off. Such established rates are as follows: \$775 (includes 10 day quarantine with two veterinary exams, vaccinations as needed, microchip, transportation fees & public safety fee. For Pet Owner’s convenience, payment can be paid by cash or credit card. Kendall County Animal Control cannot accept checks for Rabies Quarantine services.
2. Kendall County Animal Control reserves the right to decline a pet for Rabies Quarantine services due to space availability at the facility or other inability to accommodate a pet.
3. Kendall County Animal Control is not a cage-less facility and pets are left unattended overnight. Pets on a Rabies Quarantine will be in a contactless kennel for the duration of their stay, unless being seen for veterinary examinations, or other veterinary care.
4. In the event that the Quarantined Pet becomes ill during the course of its Quarantine, Kendall County Animal Control will attempt to contact the Pet Owner using the contact information provided by the Pet Owner. It is understood and agreed to by Pet Owner that Pet Owner authorizes Kendall County Animal Control and it’s representatives to obtain medical treatment for the Quarantined Pet in the event of accident or illness, and that all expenses incurred due to accident or illness are the sole responsibility of Pet Owner. Any expenses due Kendall County Animal Control are to be paid in full at the time the Quarantined Pet is picked up from Kendall County Animal Control. Kendall County Animal Control will not accept deferred payment from the Pet Owner or accept partial payment.
5. Pet Owner agrees to assume full responsibility and hold Kendall County Animal Control, its members, directors, officers, agents, employees and volunteers harmless from and against any

and all claims of loss or injury (including legal fees) which may be alleged to have been incurred directly or indirectly by the Quarantined Pet or any person, animal or thing by the act of the Quarantined Pet, and except to the extent that the damage or injury may be due to willful misconduct of Kendall County Animal Control, Pet Owner personally assumes all responsibility and liability for any such claim, including, without limitation, claims relating to contagious diseases that the Quarantined Pet contracts due to Rabies Quarantine services and then spreads to other pets.

6. Pet Owner certifies that he/she is the actual owner of the Quarantined Pet, or is the duly authorized agent of the actual owner, whose name is entered above.
7. Pet Owner represents that the Quarantined Pet is free of any infectious disease, or contagious skin disorder. Pet Owner understands that if he/she cannot furnish proof of vaccination, the Quarantined Pet will be updated on distemper combination vaccination (without leptospirosis) for both dogs and cats, and Bordetella vaccination for dogs, upon entering the facility and that the cost for same will be charged to Pet Owner and payable at pickup.
8. Pet Owner understands that the facility is a kennel and possesses the inherent risks of illness and/or injury to the Quarantined Pet during its period of Quarantine typical to such a facility.
9. This Agreement constitutes and expresses the complete understanding of the parties with respect to the subject matter hereof, there being no oral or other plans or understandings between them affecting this agreement. This Agreement may be modified, superseded, or voided only upon the written and signed agreement of all the parties hereto.
10. This Agreement shall be construed in accordance with the laws of The State of Illinois, without regard to principles of conflicts of law.
11. This Agreement may be executed in one or more counterparts, each of which together shall constitute one original.
12. **By signing this agreement, the Pet Owner is allowing Kendall County Animal Control to microchip and vaccinate the Quarantined Pet against Rabies in accordance with the Illinois Animal Control Act and at Pet Owner's expense.**
13. By signing this Agreement, the Pet Owner is allowing Kendall County Animal Control to photograph said quarantined animal for reasons including, but not limited to, records in the shelter database, identification of the quarantined animal, and staff training.

I approve the following vaccinations for my pet, if I have not provided proof of current vaccination:

Rabies (1 year)

Rabies (3 year)

Distemper combination

Bordetella

The parties hereby have read, understand, and agree to be bound by the terms and conditions set forth above and have signed the Agreement on the date set forth below their signatures.

Kendall County Animal Control Staff

Pet Owner