



Kendall County Board Agenda
Adjourned September Meeting
Kendall County Office Building, 111 W. Fox Street
County Board Room 209, Yorkville, IL 60560
Tuesday May 21, 2024, at 9:00 AM

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
 - A. Presentation of a 2024 Kendall County Historic Preservation Commission Award for a Lifetime of Dedication to the Field of Historic Preservation to Susan Kritzberg
 - B. Presentation of a 2024 Kendall County Historic Preservation Commission Award for a Lifetime of Dedication to the Field of Historic Preservation to Roger Matile
 - C. Citizen of the Year Recognition
8. Public Comment
9. Consent Agenda
 - A. Approval of County Board minutes from April 16, 2024
 - B. Approval of Standing Committee minutes
 - C. Approval of Claims in the amount of \$1,879,231.02 for May 15, 2024
 - D. Approval of an Ordinance Determining the Compensation of the Kendall County Circuit Clerk (\$96,132 for FY2025, \$100,938 for FY2026, \$105,985 for FY2027, and \$108,635 for FY2028)
 - E. Approval of an Ordinance Determining the Compensation of the Kendall County Coroner (\$75,742 for FY2025, \$79,529 for FY2026, \$83,505 for FY2027, and \$85,593 for FY2028)
 - F. Approval of Revised Organizational Chart and Headcount
 - G. Approval of Revised Section 1.4 Worker Classifications Policy in the Kendall County Employee Handbook
 - H. Approval of Section 5.5 No Smoking Policy in the Kendall County Employee Handbook
 - I. Approval of New Facilities Management Department Intern Job Description
 - J. Approval of Resolution Rescinding Resolution 2001-11
 - K. Approval of a contract for Access Control for Animal Control, Facilities and Coroner's offices with Convergent in the amount not to exceed \$64,000
 - L. Approval of Petition 24-05, A Request from George S. and Heidi R. Oliver for Approval of a Plat of Vacation of a Ten Foot Drainage and Utility Easement at the Common Lot Lines of Lots 223 and 224 of Whitetail Ridge Subdivision also Known as 7709 and 7731 Bentgrass Circle, Yorkville (PINs: 06-07-375-002 and 06-07-375-003) in Na-Au-Say Township; Properties are Zoned RPD-2
 - M. Approval of Annual Facility Inspection Report for NPDES Permit for Stormwater Discharges from Separate Storm Sewer Systems (MS4); Filing Fee of \$1,000 to be Paid from Planning, Building and Zoning Department's NPDES Permit Fee Line Item (11001902- 63670)
 - N. Approval to Release the Executive Session of the May 6, 2024, Planning, Building and Zoning Committee Meeting Minutes
 - O. Approval of Phase 1 Contingency Reduction 8A & 8B Total of \$17,348 - Lite Construction: \$2,181,793 (\$4,812 increase), Merit Corp: \$1,511 (\$1,511 increase), O'Malley Welding: \$ 21,280 (\$4,480 increase)
 - P. Approval of Agreement with Kendall Township for Social Services with County of Kendall
 - Q. Approval of Technical Services Agreement between the Regional Transportation Authority and County of Kendall
 - R. Approval of 2025 Kendall County Holiday Calendar
 - S. Approval of Ordinance Granting Variance to the Kendall County Highway Access Regulation Ordinance
 - T. Construction Engineering Services Agreement between Kendall County and Engineering Enterprises, Inc. in the amount of \$228,150 for construction management of N. Johnson Street Improvements

10. Old Business

11. New Business

- A. Mack & Associates - County of Kendall, Illinois Annual Financial Report November 30, 2023
- B. Discussion and Approval of County of Kendall, Illinois Annual Financial Report November 30, 2023

12. Elected Officials and Department Reports

- A. Sheriff (Report included in Packet)
- B. County Clerk and Recorder (Report included in Packet)
- C. Treasurer (Report included in Packet)
- D. Clerk of the Court
- E. State's Attorney
- F. Coroner (Report included in Packet)
- G. Health Department
- H. Supervisor of Assessments
- I. Regional Office of Education
- J. EMA (Report included in Packet)
- K. Public Defender (Report included in Packet)
- L. VAC

13. Standing Committee Reports

- A. PBZ-Approval of Petition 24-04, A Request from Larry Nelson on Behalf of the Fox Valley Family YMCA for Site Plan Approval for Construction of a New YMCA and Related Infrastructure (Number of Parking Spaces Specifically) at 1520 Cannonball Trail, Bristol (PINs: 02-10-300-019 and 02-10-300-020) in Bristol Township; Property is Zoned B-4
- B. Facilities Management – Approval of a proposal for temporary swing space project from Cordogan Clark and Associates

14. Special Committee Reports

15. Liaison Reports

16. Other Business

17. Chairman's Report

Appointments

Jason Bragg - Oswego Fire District - 3-year term- May 2027

David Kellogg- Newark Fire District - 3-year term- May 2027

Clint Vaughn - Newark Fire District - 3-year term- May 2027

Fred Kreinbrink (Alternate) - KenCom Executive Board (Little Rock-Fox Fire District)

18. Public Comment

19. Questions from the press

20. Executive Session

21. Adjournment

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

COUNTY OF KENDALL, ILLINOIS

Resolution Honoring Citizen of the Year: Roger Matile

Resolution 2024- 116

WHEREAS, the County of Kendall seeks to recognize outstanding individuals whose dedication and contributions significantly enhance the welfare and spirit of our community; and

WHEREAS, the Kendall County Citizen of the Year award honors those who exemplify the values of citizenship, service, and leadership, inspiring others through their actions and achievements; and

WHEREAS, Roger Matile is a longtime resident of Kendall County, having attended Oswego High School, then attended Northern Illinois University before starting his journalism career as a local history columnist for the Fox Valley Sentinel. Roger also covered local governmental agencies including the Oswego School Board, Montgomery Village Board, and West Aurora School Board; and

WHEREAS, Roger Matile served as the editor of the Ledger-Sentinel for twenty-eight years and wrote and published "*A Bicentennial History of Kendall County, Illinois*," and "*150 Years Along the Fox: The History of Oswego Township, Illinois*"; and

WHEREAS, Roger Matile won multiple Illinois Press Association (IPA) awards for Best Coverage of Taxation Issues and Best School Board Coverage in Illinois; and

WHEREAS, Roger Matile continues to write a weekly local history column "Reflections" in the Ledger-Sentinel long after his retirement in 2008; and

WHEREAS, Roger Matile has selflessly devoted countless hours to The Little White School Museum in Oswego and was honored for his more than 30 years of service as the museum's volunteer director. Roger serves as a role model for citizenship and volunteerism through his preservation efforts for The Little White School Museum building that dates back to the 1850s; and

WHEREAS, Roger Matile has been awarded Kendall County Historic Preservation Commission Award for "A Lifetime of Dedication to the Field of Historic Preservation"; and

NOW, THEREFORE, BE IT RESOLVED, that the Kendall County Board recognizes and honors Roger Matile as the Kendall County Citizen of the Year for 2024; and expresses gratitude for his tireless dedication to the betterment of our community; and that his name be engraved on the Kendall County Citizen of the Year Perpetual plaque; and

BE IT FURTHER RESOLVED, that this resolution be publicly announced and celebrated; and a copy of this resolution presented to Roger Matile suitable for framing.

Approved and adopted by the County Board of Kendall County, Illinois, this 21st day of May 2024.

Kendall County Board Chairman:

Attest:



Matt Kellogg, County Board Chairman



Debbie Gillette, County Clerk and Recorder





COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Thursday, April 11, 2024, at 4:00 PM
Meeting Minutes

Call to Order and Pledge of Allegiance - The Committee of the Whole meeting was called to order at 4:00 pm by County Board Chairman Matt Kellogg who led the Committee in the Pledge of Allegiance to the American Flag.

Roll Call

Board Member	Status	Arrived	Left Meeting
Matt Kellogg	Present		
Scott Gengler	Absent		
Zach Bachmann	Here		
Brian DeBolt	Here		
Elizabeth Flowers		4:25pm	
Dan Koukol	Here		
Jason Peterson	Present		
Ruben Rodriguez	Here		
Brooke Shanley	Here		
Seth Wormley	Here		

With (8) members present a quorum was established.

Staff Present: Christina Burns, Latreese Caldwell, Leslie Johnson, Dan Polvere, Luke Prisco

Others Present: Dave Cook (IPBC), Katie Tiede (IPBC), Karen Williams (IPBC), Brian Kronewitter (Cordogan Clark), Rick Krischel (Cordogan Clark), Ethan Kruger (WSPY)

Approval of Agenda – Member DeBolt made a motion to approve the agenda. Second by Member Peterson. **With 8 members present voting aye, the motion was carried by a vote of 8-0.**

Approval of Claims – Motion made by Member Shanley, second by Member Bachmann to forward claims to the next County Board meeting. **With 8 members present voting aye, the motion was carried by a vote of 8- 0.**

Committee Reports and Updates-

- A. Presentation: Regarding the Intergovernmental Personnel Benefit Cooperative (IPBC) by David Cook, IPBC Executive Director

Dave Cook, IPBC Executive Director, Katie Tiede, IPBC Operations Manager & Karen Williams, Sr Benefit Consultant spoke to the Committee about the Intergovernmental Personnel Benefit Cooperative (IPBC).

Key takeaways from Mr. Cook's presentation were:

- IPBC is a partnership of local government entities in Illinois that are committed to the philosophy of risk pooling and working together to provide cost-effective health and related benefits to our employees and their families.
- IPBC was established in 1979 and has grown from 8-164 member entities and covers over 20,000 employees and retirees.
- IPBC is open to municipalities, Counties, Special Districts, and Intergovernmental Agencies.
- New members are admitted by majority vote of the Executive Board for a 1-year membership term (July 1 Renewal).
- Members own their own cooperative. Each member appoints a delegate to the Board of Directors or sub-pool Board.
- IPBC members include- Boone County, Dekalb County, DuPage County Forest Preserve, Lake County, Lee County, McHenry County, Village of Montgomery, Village of Oswego, and Oswego Park District, & Village of Plainfield
- IPBC's Advantages:
 - Financial Stability & Predictability
 - Access to Data
 - Full Disclosure & Transparency
 - Plan Design Flexibility
 - Benefits of Pooling- Purchasing Power
 - IPBC staff and Service Team to ease administrative burden
 - Dividends reflecting good experience

Mrs. Tiede spoke about the benefit program administrators and insurance carriers that IPBC partners with. Valued added programs include Benefit Enrollment Services, Employee Assistance program (EAP), Wellness Program, and Virtual Visits. IPBC's optional programs include VSP- Optional Vision Program, Medicare Solutions Program, Delta Dental, Securian Life, PlanSource, and WEX.

Karen Williams, Benefit Consultant with IPBC, would be Kendall County's IPBC's representative. Ms. Williams would work the Human Resources Department on the enrollment process

HR Director Leslie Johnson provided the Committee with a timeline on the enrollment process. The Committee is interested in moving forward with IPBC. IPBC will provide Kendall County with a final quote by July 31, 2024. An ordinance to join IPBC will be provided to the Board for approval on August 20, 2024, and on September 12, 2024, IPBC Executive Board will vote to approve new members.

Elizabeth Flowers entered the meeting at 4:25pm

B. Presentation: Broadband Project Update

Member Bachmann gave the committee an update on the Broadband project and the upcoming steps. In his presentation, Member Bachmann spoke about the establishment of the Connect Kendall County Commission in February 2023. In August 2023 the County selects Pivot Tech as a partner after an RFP was issued. After submitting applications under the Illinois Broadband Office Round for 3 grants, the County was awarded \$15 million to construct a network.

A pre-development agreement will be presented to the board as early as April 16. The agreement sets terms for proceeding forward with Pivot Tech until the operating company is established. Pivot Tech is currently establishing a project company and is responsible for requesting ISP RFQ and /or agreements, and for network operations and maintenance agreements. Ciena and Aeon are responsible for engineering, procurement, and construction agreements. The goal is for construction to begin late summer/fall.

Member Bachmann reviewed the Predevelopment Expenditures totaling \$1,180,000. The expenses include Customer Acquisition, Network Survey, Planning, Contracts (12), Rail/Spectrum, Program Management, Financial Modeler, and Contingency.

Future County Board Actions include approval or predevelopment Agreement, authorization of the operating company, and approval of agreement with the operating company for design, finance, build, and operation of broadband network.

C. Update: COBII Construction

Rick Krischel updated the Committee on the COB II construction. Work is on track to be completed in early June. The exterior of the building is complete. Minor work is still being done in the interior of the building. HVAC system will be ready to be tested.

D. Presentation: Phase 2 Design Development

Brian Kronewitter from Cordogan Clark spoke to the committee about the Phase 2 Design Development (report attached in packet). Mr. Kronewitter presented a remodeled rendering of the new Main Street Campus. The phase two budget is estimated at \$8.75 million. Discussion on the Phase 2 Design began in December of 2023 with Cordogan Clark, County Administrator, Chairman, Facilities, and different Department Heads.

Committee members discussed making changes to the building that would allow for a more secure building and to also be ADA compliant. First Floor would be more accessible for the public.

County office building employees would temporarily relocate for the duration of the construction. Target to go out to bid would begin as early as August of 2024. Employees would vacate the building at the beginning of October to start demolishing soon after.

New Committee Business –

- A. MOTION (forward to County Board)** Approval of Contingency Reduction NO. 7 – Lite Construction: \$2,176,981, Plainfield Grading: \$626,043, Premium Concrete:\$ 769,353

Contingency reduction No.7 includes cost for 1) relocation & increase in size of flag poles, data/power changes, wayfinding signage, winter weather operations & size protection. 2) Water main runs to the sprinkler room and 3) Winter weather conditions. Contingency reduction #7 also includes one credit for elimination of concrete stairs and pads. The total request for Contingency Reduction No 7 is \$18,295 with revised contract amounts as follow: Lite Construction: \$2,176,981 (\$16,881 increase) Plainfield Grading (\$626,043 increase) and Premium Concrete \$769,353 (\$4,131 decrease). The current available contingency is \$153,451

Member DeBolt made a motion to forward to the next County Board, Seconded by Member Flowers. With 9 members present voting aye, the motion was carried by a vote of 9- 0.

- B. MOTION (forward to County Board)** Approval of Amendment No. 1 to the Master Architect/Engineering & Construction Manager (AE/CM) Agreement with Cordogan Clark & Associates, Inc. (Phase 2 County Office Building)

Staff is still finalizing the agreement terms with CCA and will provide the Board in advance of any final action.

- C. MOTION (forward to County Board)** Approval of Historic Courthouse Flat Roof Replacement with Garland /DBS Proposal #25-IL-240258 in an amount not to exceed \$130,000

In FY 2023, the HVAC system for the 3rd Floor of the Historic Courthouse was replaced as a capital project. This system's external equipment resides on the 2nd Floor flat roofs of the Historic Courthouse. After years of patching for numerous leaks, these (2) roofs are in dire need of replacement. With the HVAC scope of work behind us, the flat roof replacement was approved as a FY 2024 project. The specified "Flood & Gravel" application will be more durable and last longer than the existing rubber roof.

Member Debolt made a motion to forward to the next County Board, Seconded by Member Rodriguez. With 9 members present voting aye, the motion was carried by a vote of 9- 0.

- D. MOTION (forward to County Board)** Approval of the Revised GIS Cadastral Specialist Job Description

The purpose of the revised job description is to update the supervisor's title from GIS Director to Deputy Director of Information and Communications Technology.

Member Bachmann made a motion to forward to the next County Board, Seconded by Flowers Member. With 9 members present voting aye, the motion was carried by a vote of 9- 0.

E. MOTION (forward to County Board) New Human Resources Department Payroll Specialist Job Description

This position will assist with the transition of payroll services from the Kendall County Treasurer's Office to the Human Resource Department. This position will also be responsible for developing, updating, and implementing Kendall County's payroll and time and attendance systems.

Member Peterson made a motion to forward to the next County Board, Seconded by Member Shanley. With 9 members present voting aye, the motion was carried by a vote of 9-0.

F. MOTION (forward to County Board) Revised Organizational Chart and Headcount

The revised chart reflects the proposed replacement of the part-time vacant Human Resources Assistant position with a new full-time Payroll Specialist position.

Member Flowers made a motion to forward to the next County Board, Seconded by Member Peterson. With 9 members present voting aye, the motion was carried by a vote of 9- 0.

G. MOTION (forward to County Board) Revised Section 7.3 Holiday Pay Policy in the Kendall County Employee Handbook

The revised Holiday Pay Policy (section 7.3) for the Kendall County Employee Handbook clarifies that a supervisor must approve (rather than preapprove) an employee's absence on the last scheduled workday before the holiday and/or the first scheduled workday after the holiday, for the employee to be compensated for the holiday.

Member Flowers made a motion to forward to the next County Board, Seconded by Member Bachmann. With 9 members present voting aye, the motion was carried by a vote of 9- 0.

H. MOTION (VV) Approval of Kendall County Health Department Community Resource Specialist ARPA Position to be renamed to Administrative Assistant

Kendall County Health Department's Executive Director RaeAnn VanGundy is looking for approval to rename the Community Resource Specialist to Administrative Assistant due to already having a Community Resource Specialist. It was the consensus of the Committee to approve the title change.

With 9 members present voting aye, the motion passed by a vote of 9- 0.

Old Committee Business- None

Department Head and Elected Officials Reports – None

Public Comment – None

Questions from the Media – None

Chairman's Report –

Appointments

Jeff Wehrli - Ethics Commission - 2-year term -April 2026

Action Items for County Board –

- Approval of Claims
- Approval of Contingency Reduction NO. 7 – Lite Construction: \$2,176,981, Plainfield Grading: \$626,043, Premium Concrete:\$ 769,353
- Approval of Historic Courthouse Flat Roof Replacement with Garland /DBS Proposal #25-IL-240258 in an amount not to exceed \$130,000
- Approval of the Revised GIS Cadastral Specialist Job Description
- New Human Resources Department Payroll Specialist Job Description
- Revised Organizational Chart and Headcount
- Approval of Revised Section 7.3 Holiday Pay Policy in the Kendall County Employee Handbook
- Approval of Appointment of Jeff Wehrli for 2-year term for Ethics Commission

Executive Session- None

Adjournment – Member Flowers made a motion to adjourn the meeting, second by Member Shanley. **With 9 members present voting aye, the meeting adjourned at 5:32 p.m.**

Respectfully Submitted,
Nancy Villa
Executive Administrative Assistant

HIGHWAY COMMITTEE MINUTES

DATE: April 9, 2024
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Zach Bachmann, Brian DeBolt, & Ruben Rodriguez
STAFF PRESENT: Michele Riley, John Burscheid, and Francis Klaas
ALSO PRESENT: Jeremy Hudek

The committee meeting convened at 3:33 P.M. with roll call of committee members. Koukol and Gengler absent. Quorum established.

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

Motion Rodriguez; second DeBolt, to approve the Highway Committee minutes from March 12, 2024. Motion approved unanimously.

Motion DeBolt; second Rodriguez to recommend approval of a resolution awarding contracts to the low bidders on following projects:

24-00000-00-GM to Superior Road Striping in the amount of \$293,820.80
24-00000-01-GM to D Construction, Inc. in the amount of \$284,836.47
24-00000-02-GM to D Construction, Inc. in the amount of \$653,526.02
24-00000-03-GM to D Construction, Inc. in the amount of \$370,561.75
24-00000-04-GM to D Construction, Inc. in the amount of \$129,696.43
24-00000-05-GM to D Construction, Inc. in the amount of \$46,242.80
24-01000-00-GM to Steffen's 3D Construction in the amount of \$21,270.00
24-02000-00-GM to D Construction, Inc. in the amount of \$96,771.50
24-03000-00-GM to D Construction, Inc. in the amount of \$ 123,745.60
24-04000-00-GM to D Construction, Inc. in the amount of \$317,481.39
24-06000-00-GM to Steffen's 3D Construction in the amount of \$68,808.22
24-07000-00-GM to Steffen's 3D Construction in the amount of \$108,470.90
24-08000-00-GM to D Construction, Inc. in the amount of \$491,865.45
24-09000-00-GM to Steffen's 3D Construction in the amount of \$203,524.00

Rodriguez asked how many bidders were on each project. Klaas pointed Rodriguez to the exhibit listing all the bidders, the bid prices, and the engineer's estimates. He also pointed out that the bid tabulations are all listed on the Highway Department's website. DeBolt questioned the low bidders being 20% under the estimates. Klaas stated that he never wants to underestimate the cost of a contract and emphasized that the County received unexpectedly low bids this year. Burscheid discussed some of the methodologies used in preparing estimates, including using the previous year's bid results. DeBolt pointed out how the price of oil continues to climb. Klaas indicated that this is why the County always has the big bid opening in later winter or early spring; to take advantage of the best bidding time of the year. He also discussed how some contractors have large terminals with enormous storage capabilities. This helps to stabilize the cost of hot mix asphalt over time. Bachmann asked about any particular stand outs amongst all

the bids. Klaas discussed the Fox River Drive project, which came in significantly below the estimate and significantly below the next low bidder. DeBolt asked what the limits were for the Fox River Drive project. Klaas stated that they went from Route 71 in Newark to Millington Road in Millington, with a small exception in the middle, which will be done under separate contract. Upon further consideration, the committee voted unanimously to forward the contracts to the County Board for approval.

Motion DeBolt; second Rodriguez to recommend approval of an ordinance for the establishment of altered speed zones on Douglas Road. Bachmann discussed that the recommendation for the new speed limit on Douglas Road was a result of an initial request by Oswego Road District, and a speed study performed by the County Highway Department. Klaas provided an aerial exhibit of the proposed location and discussed the lowering from 55 mph to 45 mph. He stated that the County can change speed limits on both county and township highways whenever they want, provided it doesn't conflict with State Law. Rodriguez asked who installs the new signs. Klaas indicated that it is common for the Highway Department to both provide and install the new signs. Motion approved unanimously by voice vote.

Under Chairman's Report, Bachmann said that he has again discussed the adoption of an intersection safety matrix with the State's Attorney Office. They generally indicated that it could be adopted by internal policy at the Highway Department at any time. Bachmann thought it would be advantageous to address and perhaps adopt this idea in May; but he also indicated that he is still in favor of getting public input on these matters through a townhall-type meeting. DeBolt confirmed that the matrix would be used to determine what improvements could be considered at specific intersections. Bachmann reiterated that the matrix would be a good reference point in justifying certain intersection improvements.

Bachmann reported that there was good news to report about the U.S. Route 52 and Grove Road. He had previously discussed the County's concerns about safety at this intersection with Representative Jed Davis. Evidently IDOT is pursuing some safety funding to install a roundabout at this intersection. The State and the County would collaborate on the project; but indications are that there would be little cost to the County.

In Other Business, Klaas discussed the proposal by KCFPD to install an additional access point to Eldamain Road just north of the existing access point to the Subat Forest Preserve. Klaas believed that the Forest Preserve was not proposing to remove the barrier median on Eldamain, so the second access would be just a right in, a right out or a combination right in / right out. He indicated that the Forest Preserve would need to obtain a variance for any additional access point. He questioned the need for two access points with such little traffic. DeBolt thought that there would be considerable additional traffic once the trail in Subat makes a connection with the Eldamain Bridge over the Fox River. Committee members discussed several specific ideas for improving access and the parking area. Bachmann suggested that some of the ideas could be brought to KCFPD for further discussion.

DeBolt asked when the blinker stop signs were going to be installed at the intersection of Little Rock Road and Abe Street. Riley reported that they were supposed to be delivered this coming Friday and the Highway Department would install them right away. Klaas said that he had discussed with the City of Plano, and they were happy to pay 50% of the cost. DeBolt emphasized the importance of getting these signs installed with all of the growth in the area.

Klaas said that there was some renewed interest in a joint meeting between Kendall County Highway Committee and Grundy County Highway Committee. These meetings had been relatively common years ago, but with changes in administration, had not been held in several years. Committee members were in general agreement to meet. Bachmann indicated that Kendall County has been talking with Grundy about the Connect Kendall County project, but thought the opportunity to discuss other items of mutual interest would be a good thing. Rodriguez expressed some concern about the open meetings act. Klaas thought that the meeting would likely have to be posted and minutes kept. He indicated that he would try to put some dates together. Burscheid discussed some of the history of these joint county meetings.

Motion DeBolt; second Rodriguez to forward Highway Department bills for the month of April in the amount of \$75,164.65 to the Finance Committee for approval.

Rodriguez discussed the need to review executive session minutes. Klaas said that he would investigate this matter and bring minutes to be released to a future committee meeting.

Motion DeBolt; second Rodriguez to adjourn the meeting at 4:00 PM. Motion carried unanimously.

Respectfully submitted,



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

Action Items

1. Resolution awarding contracts to the low bidders on following projects:

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24-09000-00-GM to Steffen's 3D Construction in the amount of \$203,524.00

2. Ordinance for the Establishment of Altered Speed Zones on Douglas Road

**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
April 16, 2024**

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 Tuesday, April 16, 2024, at 9:00 a.m. The Clerk called the roll. Members present: Matt Kellogg, Zach Bachmann, Brian DeBolt, Scott Gengler, Dan Koukol, Jason Peterson, Ruben Rodriguez, Brooke Shanley, and Seth Wormley. Member(s) absent: Elizabeth Flowers.

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

PLEDGE OF ALLEGIANCE

Chairman Kellogg led the Pledge of Allegiance.

INVOCATION

Bernard Marrow from By Faith We Good Ministry gave the invocation.

THE AGENDA

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

SPECIAL RECOGNITION

Yorkville High School Field Experience Program

Yorkville High School interns spoke about their experiences and stated that they enjoyed it as well as it was a good learning experience.

PUBLIC COMMENT

Margaret Sheehan spoke about elections.

John Purcell spoke about broadband and the county using the Yorkville building downtown.

CONSENT AGENDA

Member Shanley moved to approve the consent agenda.

- A. Approval of County Board minutes from March 20, 2024
- B. Approval of Standing Committee minutes
- C. Approval of Claims in the amount of \$1,667,675.50 from 4/15/24
- D. Authorize Kendall County Sheriff to enter into Intergovernmental Agreement between the Kendall County Health Department and the Kendall County Sheriff's Office for Police Behavioral Health Clinician Services. This agreement shall continue for a period of two (2) years after the parties' execution of this agreement
- E. Approval of Contingency Reduction NO. 7 – Lite Construction: \$2,176,981 (\$16,881 increase), Plainfield Grading: \$626,043 (\$5,545 increase), Premium Concrete: \$769,353 (\$4,131 decrease)
- F. Approval of Historic Courthouse Flat Roof Replacement with Garland /DBS Proposal #25-IL-240258 in an amount not to exceed \$130,000
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- 24-06000-00-GM to Steffen's 3D Construction in the amount of \$68,808.22
- 24-07000-00-GM to Steffen's 3D Construction in the amount of \$108,470.90
- 24-08000-00-GM to D Construction, Inc. in the amount of \$491,865.45
- 24-09000-00-GM to Steffen's 3D Construction in the amount of \$203,524.00
- L. Approval of Ordinance for the Establishment of Altered Speed Zones on Douglas Road
- M. Approval of Resolution Adopting the 2024 Kendall County Multi-Jurisdictional Multi-Hazard Mitigation Plan
- N. Approval of Petition 23 – 35, Tyler Arbeen on Behalf of Arbeen, LLC for a: Special Use Permit for a Landscaping Business and Variances to Section 7:01.G.2.b and 11:02.F.7.a of the Kendall County Zoning Ordinance to Allow Parking and Accessory Structures within Fifty-One Feet of the Center Line of Stewart Road Between 3900 and 3716 Stewart Road on the East Side of Stewart Road, Oswego, in Oswego Township; PIN: 03-24-400-011

Member Peterson seconded the motion. Chairman Kellogg asked for a roll vote on the motion. All members present voting aye. Motion carried.

C) COMBINED CLAIMS: ADMIN \$253.66; ANML CNTRL WRDN \$275.00; CIR CLK \$39,211.28; CIR CRT JDG \$23,203.56; CMB CRT SERVS \$14,139.26; CRNR \$3,813.05; CORR \$58,488.37; CNTY ADMN \$190,346.84; CNTY BRD \$787,928.99; CNTY CLK \$56,066.80; HIGHWAY \$75,164.65; CNTY TRSR \$3,178.14; ELCTN \$9,248.40; EMA DIR \$255.17; EMA \$607.92; FCLT MGMT \$39,583.72; GIS COORD \$5,415.04; HLTH & HMN SRV \$30,902.78; HR \$93.00; JRY COM \$82.10; MRT COM \$12,926.00; PBZ \$2,062.24; PSTG \$1,492.98; PRSDNG JDG \$77,034.06; PROB SPVSR \$13,967.42; PUB DEF \$776.09; ROE \$7,316.58; SHRF \$71,337.72; ST ATTY \$1,105.52; TECH \$10,327.13; UTIL \$39,265.62; VET \$5,170.90; FP \$19,795.56; SHF \$33,973.77; SHF \$52,661.74

K) A complete copy of Resolution 24-13 is available in the Office of the County Clerk.

L) A complete copy of Ordinance 24-11 is available in the Office of the County Clerk.

M) A complete copy of Resolution 24-14 is available in the Office of the County Clerk.

N) A complete copy of Ordinance 24-12 is available in the Office of the County Clerk.

ELECTED OFFICIAL & OTHER DEPARTMENT REPORTS

Sheriff

Under Sheriff Richardson spoke about the excessive speeding by motorists, evictions and catching the second individual in the armed vehicular hijacking.

County Clerk & Recorder

Revenue Report		3/1/24-3/31/24	3/1/23-3/31/23	3/1/22-3/31/22
Line Item	Fund	Revenue	Revenue	Revenue
CLKFEE	County Clerk Fees	\$492.50	\$615.50	\$900.00
MARFEE	County Clerk Fees - Marriage License	\$990.00	\$930.00	\$1,050.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$40.00	\$20.00	\$75.00
CRTCOP	County Clerk Fees - Certified Copy	\$1,778.00	\$1,806.00	\$1,760.00
NOTARY	County Clerk Fees - Notary	\$0.00	\$0.00	\$360.00
MISINC	County Clerk Fees - Misc	\$76.25	\$67.00	\$110.00
	County Clerk Fees - Misc Total	\$3,376.75	\$3,438.50	\$4,255.00
RECFEE	County Clerk Fees - Recording	\$19,343.00	\$22,490.00	\$32,324.00
	Total County Clerk Fees	\$22,719.75	\$25,928.50	\$36,579.00

CTYREV	County Revenue	\$36,535.75	\$40,922.50	\$52,345.00
DCSTOR	Doc Storage	\$16,871.03	\$12,990.50	\$18,910.00
GISMAP	GIS Mapping	\$34,740.00	\$41,250.00	\$60,000.00
GISRCD	GIS Recording	\$6,736.50	\$2,750.00	\$4,000.00
INTRST	Interest	\$105.51	\$124.02	\$28.95
RECMIS	Recorder's Misc	\$1,209.00	\$4,121.25	\$8,096.25
RHSP	RHSP/Housing Surcharge	\$17,730.00	\$11,079.00	\$16,200.00
TAXCRT	Tax Certificate Fee	\$1,040.00	\$1,800.00	\$1,880.00
TAXFEE	Tax Sale Fees	\$50.00	\$500.00	\$670.00
PSTFEE	Postage Fees	\$43.45	\$405.00	\$491.11
CK # 19844	To KC Treasurer	\$137,780.99	\$141,870.77	\$199,200.31

Treasurer

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

Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
AS OF MONTH END 3/31/2024

<u>REVENUES*</u>	Annual <u>Budget</u>	2024 YTD <u>Actual</u>	2024 YTD% <u>%</u>	2023 MTD <u>Actual</u>	2023 MTD <u>%</u>
Personal Property Repl. Tax	\$915,000	\$181,935	19.88%	\$291,442	31.85%
State Income Tax	\$3,208,685	\$1,044,294	32.55%	\$979,467	31.01%
Local Use Tax	\$810,000	\$197,317	24.36%	\$214,019	28.16%
State Sales Tax	\$600,000	\$230,990	38.50%	\$186,300	28.66%
County Clerk Fees	\$350,000	\$59,924	17.12%	\$83,681	23.91%
Circuit Clerk Fees	\$1,000,000	\$380,701	38.07%	\$322,754	30.74%
Fines & Foreits/St Atty.	\$260,000	\$125,084	48.11%	\$90,880	36.35%
Building and Zoning	\$85,000	\$26,141	30.75%	\$14,651	18.31%
Interest Income	\$650,000	\$671,399	103.29%	\$293,460	391.28%
Health Insurance - Empl. Ded.	\$1,644,361	\$468,055	28.46%	\$436,767	29.35%

1/4 Cent Sales Tax	\$3,280,000	\$857,477	26.14%	\$834,584	25.85%
County Real Estate Transf Tax	\$450,000	\$118,590	26.35%	\$111,760	24.84%
Federal Inmate Revenue	\$503,700	\$65,320	12.97%	\$122,960	21.05%
Sheriff Fees	\$107,250	\$51,879	48.37%	\$35,460	31.20%
TOTALS	\$13,863,996	\$4,479,105	32.31%	\$4,018,185	30.55%

Public Safety Sales Tax **\$8,000,000** **\$1,561,702** **19.52%** **\$1,599,460** **21.33%**

Transportation Sales Tax **\$8,000,000** **\$1,561,702** **19.52%** **\$1,599,460** **21.33%**

****All FY2023 Accruals have been completed at this time. So these figures are where we currently stand for FY2024**

*Includes major revenue line items excluding real estate taxes which are to be collected later.

Coroner

Coroner Jacquie Purcell reviewed the report, there will be a takeback/shred event on April 27, 2024.

Health Department

Executive Director RaeAnn VanGundy stated that the diversity report has been completed, they are discussing goals during the Community Health Plan meetings, and at the Solid Waste Management meeting discussed raising awareness for recycling.

EMA

Tracy Page reviewed the report in the packet.

STANDING COMMITTEE REPORTS

Facilities

Phase 2 Capital Improvements Projects

Member Peterson moved to approve the Kendall County Phase 2 Capital Improvements Projects Proposal. Member Rodriguez seconded the motion.

Member Koukol brought up the cost of the project and said that there are other buildings that need improvements made. Members discussed the cost along with some of the needs at the other buildings.

Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye except Koukol. **Motion carried 8-1.**

SPECIAL COMMITTEE REPORTS

Member Shanley moved to table the Approval of a Predevelopment Agreement for Broadband project including authorizing expenditures of up to \$1.5 million as specified within the agreement. Member Peterson 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 Koukol seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye except Wormley who was recused from voting. **Motion carried.**

APPOINTMENT(S)

Jeff Wehrli - Ethics Commission – 2-year term -April 2026

ADJOURNMENT

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

Approved and submitted this 17th day of April 2024.

Respectfully submitted by,

Debbie Gillette

Kendall County Clerk

COUNTY OF KENDALL, ILLINOIS
HUMAN RESOURCES AND INSURANCE COMMITTEE
Meeting Minutes for Monday, March 4, 2024, at 5:30 p.m.

Call to Order

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

Roll Call

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

With 5 members present a quorum was established.

Staff Present: Leslie Johnson, Payton Karlovich, and Amanda Pazdan

Approval of Agenda – Member Peterson made a motion to approve the agenda, second by Member Flowers. **With 5 members voting aye, the motion was carried by a vote of 5-0.**

Approval of Minutes– Member Kellogg made a motion to approve the February 5, 2024, minutes, second by Member Flowers. **With 5 members voting aye, the motion was carried by a vote of 5-0.**

Committee Reports and Updates –

A. Monthly Benefits Report

Kendall County Deputy Treasurer provided a monthly insurance report to the Committee. (Report included in packet).

B. Monthly Human Resources Department Report

Human Resource Director, Leslie Johnson, updated the Committee on highlights throughout the month of February. (Report included in packet.)

HR department assisted elected and appointed offices with implementation of NeoGov Training portal. All departments have access to utilize the program.

Staff has been busy working on the 2024 Summer Internship program. Staff also attended the very first job and intern fair at Northern Illinois University on February 21, 2024. Aurora University has also invited the Human Resource Department to be part of their Career Fair on March 20, 2024.

The Employee Service awards will be presented at the March 20, 2024, County Board Meeting.

Committee discussion talking points:

- There are a few paid internships. Not all positions are paid but are eligible for school credit.

- Some County offices are allowing High School students to join in the Internship program. Yorkville High School has an internship program that their students can go through.

C. Executime & Tyler Munis Update

Human Resource Generalist, Payton Karlovich, updated the committee on the Time and Attendance (Executime) Phase 2 timeline. With the help of Technology Director, Matt Kinsey, Tyler Munis was able to give support to staff regarding the syncing of the test environment to the live environment. With the updated system staff are now able to move through the timeline a little faster. (Timeline provided in packet)

New Committee Business –

A. *PRESENTATION: Kendall County Employee Benefits: Planning for 2025

Human Resource Director, Leslie Johnson, presented to the committee on brokerage services options for 2025. A copy of the PowerPoint presentation was provided to the committee.

Kendall County is currently in contract with Horton Group, Inc since July 1, 2019. The current contract expires on June 30, 2024. The fee for the contract is \$3,693 per month. The contract has the option to renew for two additional one-year terms with a 3% increase per year.

The monthly service fee includes:

- Strategic planning and marketing insight
- Financial and benefit analytics
- Employee benefits compliance support
- Human Resource assistance
- Worksite wellness initiatives
- Employee claims, billing advocacy, and administration assistance

Ms. Johnson presented three options for planning purposes for the upcoming year.

- **Option 1:** Renew with the Horton Group, Inc-

Pros to continue with The Horton Group: The Horton Group would continue to provide the same services and maintain the pre-existing relationship and services. Horton will provide the County with a mid-year and annual report.

Cons to continue with the Horton Group: Renewing with Horton the rate increases by 3% which equals no reduction in brokerage fees. The broker offers a limited scope of services to assist the county with cost containment solutions. And no additional information is provided to the county at any other time during the year.

- **Option 2:** Issue request for proposal for employee benefits insurance brokerage services-

Pros of issuing an RFP: The county could receive several quotes which could result in brokerage fee savings. RFP is an opportunity to research and review the current marketplace for insurance brokers and an opportunity for the County to develop and expand its brokerage services to assist with cost containment.

Cons of issuing an RFP: It is unknown what quotes the County will receive so there is no guarantee of rate savings next year. There is uncertainty with a new provider, and the time and resources required to complete RFP process (preparation and issuance of RFP, vetting brokers, contract negotiations, etc)

- **Option 3**: Join a municipal insurance pool (IPBC)- IPBC is a partnership of local government entities in Illinois that are committed to the philosophy of risk pooling and working together to provide cost-effective health and related benefits to our employees and their families. IPBC was established in 1979 and has grown from 8-162 member entities, as of January 1, 2024, and covers over 20,000 employees and retirees. IPBC is open to municipalities, Counties, Special Districts, and Intergovernmental Agencies. New members are admitted by majority vote of the Executive Board for a 1-year membership term (July 1 Renewal). Members own their own cooperative. Each member appoints a delegate to the Board of Directors or sub-pool Board. IPBC members include- Boone County, Dekalb County, DuPage County Forest Preserve, Lake County, Lee County, McHenry County, Village of Montgomery, Village of Oswego, and Oswego Park District, & Village of Plainfield.

Kendall County currently has a 6.28% increase in a 5-year trend while IPBC has a 3.50% increase (2.78% savings). IPBC estimated a savings of over \$3.7 million in a 5-year period. Committee members discussed savings for employee premium rates along with savings as a member. There would be no change to the network. Employees would still have the same options as they do now with BCBS plans. Being part of this “pool” employees would have more access to nurse case managers or additional support.

Timeline for IPBC implementation includes:

- April 11, 2024 - IPBC presenting to the Committee of the Whole
- June 30, 2024 – Deadline for Kendall County to provide requested documentation to IPBC
- July 31, 2024 – Deadline for IPBC to provide final quote to Kendall County
- August 20, 2024 – Present ordinance to Kendall County Board to join the IPBC
- September 12, 2024 – IPBC Executive Board votes to approve new members.
- September 12, 2024 - IPBC service team begins immediately after Kendall County’s membership status is approved
- Early December 2024 – Implementation is completed
- January 1, 2025 – Kendall County goes live with IPBC

Pros to joining IPBC: IPBC’s 5-year average premium rate increase is 3% for PPO and 2.1% for HMO which is lower than the County’s average rate increase although the rate increases depend on the entire pool’s performance. Monthly reports provided by IPBC about the member’s claims, allocated expenses, and reserves, which allows spotting of positive or negative trends. Dividends and greater purchasing power, and IPBC takes an aggressive approach to cost containment.

Cons to joining IPBC: There will be additional time commitment for staff to transition to IPBC and to attend membership meetings. We must stay within IPBC’s sphere of providers. There is uncertainty on how county employees will respond to IPBC’s cost containment measures.

Staff recommendation is for the Human Resources & Insurance Committee to invite IPBC to present to the next Committee of the Whole meeting for further information and to answer more specific questions. It is consensus of the committee to move forward and invite IPBC to the April 11, 2024, Committee of the Whole and for staff to work with Horton for a 6-month extension for Horton Group, INC.

B. *MOTION (VV) (Forward to CB 3/20/24 Meeting): Kendall County Animal Control Kennel Technician Job Description

Member Flowers made a motion to forward to the County Board meeting, second by Member Bachmann. **With 5 members voting aye, the motion was carried by a vote of 5-0.**

C. *MOTION (VV) (Forward to CB 3/20/24 Meeting): Kendall County Animal Control Administrator/Veterinarian Job Description

Member Flowers made a motion to forward to the County Board meeting, second by Member Peterson. **With 5 members voting aye, the motion was carried by a vote of 5-0.**

D. *MOTION (VV) (Forward to CB 3/20/24 Meeting): Employee Agreement between Kendall County, Illinois, and Dr. Gary Schlapp with an annual base salary of \$15,000/year

Member Flowers made a motion to forward to the County Board meeting, second by Member Bachmann. **With members voting aye, the motion was carried by a vote of 5-0.**

E. *MOTION (VV) (Forward to CB 3/20/24 Meeting): Revised Kendall County Organizational Chart and Headcount

Member Peterson made a motion to forward to the County Board meeting, second by Member Bachmann. **With members voting aye, the motion was carried by a vote of 5-0.**

F. *DISCUSSION: Discussion Regarding Holiday Policy and FMLA policy

Human Resource Department has received questions from employees regarding the current Holiday and FMLA policy in the Employee Handbook.

Under Holiday Pay *“To be eligible for time off with Holiday pay, the holiday must fall on the employee’s regularly scheduled workday. Also, an eligible employee must work the last scheduled workday before the holiday and the first scheduled workday after the holiday in order to be compensated for the holiday, unless absence on either or both days is pre-approved by their executive.”* The committee discussed possible changes to the Holiday Pay policy. Staff will put together a revised policy and present it to an upcoming Human Resources & Insurance Committee Meeting.

Under FMLA policy, *“Holiday pay will not be paid during the FMLA leave, except in those instances where the employee is on an intermittent or reduced work schedule which makes the employee otherwise eligible for holiday pay.”* It was consensus of the committee to leave the FMLA policy as is.

Old Committee Business – None

Chairman’s Report –None

Public Comment – None

Executive Session – for the purpose of the review of discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by section 2.06, 5ILCS 120-2/21.

Elizabeth Flowers	Yes
Jason Peterson	Yes
Matt Kellogg	No
Zach Bachmann	Yes
Ruben Rodriguez	Yes

Open Session reconvened at 6:34pm

Items for the Committee of the Whole Meeting –

Action Items for County Board –

1. Under Consent Agenda

- Kendall County Animal Control Kennel Technician Job Description
- Kendall County Animal Control Administrator/Veterinarian Job Description
- Employment Agreement between Kendall County, Illinois and Dr. Gary Schlapp with an annual salary of \$15,000/year
- Revised Kendall County Organizational Chart and Headcount

2. Items for Committee Business

Adjournment – Member Kellogg made a motion to adjourn, second by Member Peterson. **With 5 members present in agreement, the meeting was adjourned at 6:37pm.**

Respectfully submitted,
Nancy Villa
Executive Administrative Assistant

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE

Kendall County Office Building

Rooms 209 and 210

111 W. Fox Street, Yorkville, Illinois

6:30 p.m.

Meeting Minutes of April 8, 2024

CALL TO ORDER

The meeting was called to order by Chairman Wormley at 6:30 p.m.

ROLL CALL

Committee Members Present: Dan Koukol, Ruben Rodriguez, Brooke Shanley, and Seth Wormley

Committee Members Absent: Elizabeth Flowers

Also Present: Sally Seeger, Dan Kramer, Tyler Arbeen, Justin Plohr, and Gordon Plohr

APPROVAL OF AGENDA

Member Shanley made a motion, seconded by Member Rodriguez, to approve the agenda as presented by Chairman Wormley. With a voice vote of four (4) ayes, the motion carried.

APPROVAL OF MINUTES

Member Shanley made a motion, seconded by Member Rodriguez, to approve the minutes of the March 11, 2024, meeting. With a voice vote of four (4) ayes, the motion carried.

PUBLIC COMMENT

None

EXPENDITURE REPORT

The Committee reviewed the Expenditure Report from March 2024.

PETITIONS:

Petition 23-35 Tyler Arbeen on Behalf of Arbeen, LLC

Chairman Wormley summarized the request. He spoke about the original Petition being updated removing accessory structures and parking in the front.

Dan Kramer, Attorney for the Petitioner, stated that the Petitioner found eleven (11') foot solid panels and, with a three foot (3') high berm, he will have a fourteen foot (14') tall screen along the southern boundary line, starting at the front yard setback line.

Member Koukol requested a history of the review process. Mr. Kramer explained the changes to the site related to stormwater control.

Member Koukol asked how many acres was at the site. Mr. Kramer stated that Mr. Arbeen had four (4) acres. Mr. Arbeen owns the property.

Mr. Kramer discussed the reviews of Oswego Township, the Village of Oswego, and the Regional Planning Commission.

Member Koukol asked if four (4) acres would be enough land to run a business since Mr. Arbeen given the setback requirements. Mr. Kramer stated that the Petitioner has enough land to run his business. He will not have hoop houses or a parking lot in front.

Justin Plohr, neighbor of the Petitioner, stated that they reached an agreement with Mr. Arbeen with regards to the fence height.

Chairman Wormley recommended a minor amendment for the Petitioner, if the Petitioner decides to change the site plan in the first one hundred feet (100') he may do so because of ordinance adjustment.

Discussion occurred about the impact of changing the setback on the location of the fourteen foot (14') tall buffer.

Gordon Plohr, who sold the land to Mr. Arbeen, requested the berm run to the ditch. He was concerned about stormwater impacting the property south of the subject property.

Mr. Kramer stated all operations would be behind the fence. The stormwater has been designed by the stormwater engineer and reviewed by the county engineer showing underground pipe from the front of the property, and Stewart Road runs north and south at the west end carrying the water to the detention pond southeast of Mr Plohr's home. There will also be field tiles placed on the property. Matt Asselmeier, Zoning Director, will include the verbiage in the special use permit to have these conditions added.

Member Koukol made a motion, seconded by Member Shanley, to recommend approval of this Petition with the understanding that if the zoning ordinance is modified and the setback is reduced that any auxiliary structures or parking could be amended through a minor amendment in the Planning, Building and Zoning Office instead of a major amendment. This excludes buildings in the one hundred fifty feet (150').

The votes were as follows:

Yeas (4): Koukol, Rodriguez, Shanley, and Wormley
Nays (0): None
Abstain (0): None
Absent (1) Flowers

The proposal will go to the April 16, 2024, Kendall County Board meeting.

Mr. Kramer provided an update from Comed regarding the easement vacation request from George and Heidi Oliver.

NEW BUSINESS:

Approval to Change the May Planning, Building and Zoning Committee Meeting Date and Time

Chairman Wormley requested that Committee change the May meeting date from May 13, 2024, to May 6, 2024, at 6:30 p.m. Without objection, the date was changed.

April 20, 2024, Code Official Open House in Oswego Township

Member Koukol explained the purpose for the Code Official Open House in Oswego Township. Brian Holdiman is in charge of this event. The event is an opportunity for residents to stop by if they have any questions or concerns.

OLD BUSINESS:

Update on Stormwater Permit at 13039 McKanna Road (PIN: 09-09-100-002) in Seward Township

No update. This will be discussed at the May 6, 2024, meeting.

REVIEW VIOLATION REPORT:

The Committee reviewed the report.

REVIEW PRE-VIOLATION REPORT:

The Committee reviewed the report.

UPDATE FROM HISTORIC PRESERVATION COMMISSION:

Recommendation for a Proclamation Declaring May Historic Preservation Month in Kendall County

No vote was taken on this matter.

REVIEW PERMIT REPORT:

The Committee reviewed the report.

REVIEW REVENUE REPORT:

The Committee reviewed the report.

CORRESPONDENCE:

None

COMMENTS FROM THE PRESS:

None

EXECUTIVE SESSION:

Review of Minutes of Meetings Lawfully Closed Under the Illinois Open Meetings Act (5 ILCS 120/2(c)(21))

The Committee did not go into executive session.

ADJOURNMENT

Member Shanley made a motion, seconded by Member Rodriguez, to adjourn. With a voice vote of four (4) ayes, the motion carried.

Chairman Wormley adjourned the meeting at 7:05 p.m.

Minutes prepared by Wanda A. Rolf, Administrative Assistant

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE

Kendall County Office Building

Rooms 209 and 210

111 W. Fox Street, Yorkville, Illinois

6:30 p.m.

Meeting Minutes of May 6, 2024 – Unofficial until Approved

CALL TO ORDER

The meeting was called to order by Chairman Wormley at 6:33 p.m.

ROLL CALL

Committee Members Present: Elizabeth Flowers, Dan Koukol, Ruben Rodriguez, and Seth Wormley

Committee Members Absent: Brooke Shanley

Also Present: Matthew H. Asselmeier, Director, and Wanda A. Rolf, Office Assistant, Dan Kramer, and Dave Stotz

APPROVAL OF AGENDA

Member Koukol made a motion, seconded by Member Flowers, to approve the agenda as presented. With a voice vote of four (4) ayes, the motion carried.

APPROVAL OF MINUTES

Member Flowers made a motion, seconded by Member Rodriguez, to approve the minutes of the April 8, 2024, meeting. With a voice vote of four (4) ayes, the motion carried.

PUBLIC COMMENT

Dave Stotz, resident of Yorkville spoke about one (1) of his neighbors having numerous parties with lots of people. The noise level became unmanageable. Mr. Stotz stated that he complained to the owner about the noise and they told him they would turn it down. Mr. Stotz stated they have parties every week. He also stated they were in the process of building a soccer field. The soccer field is supposed to have large, bright lights.

EXPENDITURE REPORT

The Committee reviewed the Expenditure Report from April 2024.

PETITIONS:

Petition 24-04 Larry Nelson on Behalf of the Fox Valley Family YMCA, Inc.

Mr. Asselmeier summarized the request.

The Petitioner would like to construct one (1) fifty-nine thousand, two hundred thirty-three (59,233) square foot YMCA building on the subject property as part of Phase I of the project with related parking. Phase II consists of an eighty-nine thousand nine hundred thirty-six (89,936) square foot swimming pool and daycare addition with related parking.

The proposed use is a permitted use in the B-4 zoning district. However, the Petitioner would like a reduction in the screening requirements and a determination in the number of parking spaces is required.

Section 13:10 of the Zoning Ordinance requires site plan review for structures on properties zoned B-4.

The property was de-annexed from Yorkville and zoned B-4 by court order in 2020.

The application materials, revised site plan, and a picture of the proposed structure were provided.

Section 11:04 of the Zoning Ordinance states that the number of parking spaces for community centers shall be determined by the Regional Planning Commission and approved by the County Board.

The site plan shows one hundred fifty-five (155) parking spaces, including eight (8) handicapped accessible spaces in the first phase. An additional one hundred twenty-eight (128) parking spaces are proposed in the second phase.

At their meeting on April 2, 2024, ZPAC approved the proposed site plan and set the number of parking spaces initially at fifty (50). The parking spaces would be gravel except for the required handicapped accessible parking spaces. The minutes of the meeting were provided.

At their meeting on April 24, 2024, the Kendall County Regional Planning Commission recommended fifty (50) parking spaces originally and two hundred eighty-three parking spaces at the end of the project. The minutes of this meeting were provided.

For reference, there are two hundred sixteen (216) parking spaces at the existing YMCA facility on Eldamain Road.

Petition information was sent to Bristol Township on March 20, 2024.

Petition information was sent to the United City of Yorkville on March 20, 2024. They will be reviewing the proposal at their May meetings.

Petition information was sent to the Bristol-Kendall Protection District on March 20, 2024.

The site plan evaluation criteria were provided.

The draft approval letter was provided.

Chairman Wormley stated the new YMCA at 1520 Cannonball Trail will have fifty (50) parking spaces to start with that were approved and more parking will be added in phases. Chairman Wormley stated this is a donation-based project which will be done in phases.

Member Flowers asked if there is another egress. Mr. Asselmeier responded that there is one (1) in and one (1) out. The infrastructure is being designed for a final buildout of the project for the new YMCA. Chairman Wormley also stated the stormwater is designed for approximately two hundred (200) spaces. He stated the total amount of parking spaces at the end will be two hundred eighty-three (283). Mr. Asselmeier stated that for reference the YMCA on Eldamain has two hundred sixteen (216) total parking spaces. Member Flowers question having only one (1) ingress/egress Chairman Wormley stated that the entrance on the site plan is twenty-four feet (24') wide and should be adequate.

Member Rodriguez made a motion, seconded by Member Koukol, to recommend approval of setting the number of parking spaces initially at fifty (50).

The votes were as follows:

Yeas (4): Rodriguez, Flowers, Wormley and Koukol
Nays (0): None
Abstain (0): None
Absent (1) Shanley

The proposal will go to the May 21, 2024, Kendall County Board meeting on the regular agenda.

Petition 24-05 George S. and Heidi R. Oliver

Mr. Asselmeier summarized the request.

The Petitioner would like to vacate the easement between the two (2) properties in order to build a house over the common lot line.

WBK Engineering, the Homeowners' Association and all of the utilities have reviewed the proposal and expressed no opposition.

The draft vacation ordinance was provided.

Member Koukol made a motion, seconded by Member Rodriguez, to recommend approval of the vacation.

The votes were as follows:

Yeas (4): Koukol, Rodriguez, Flowers, and Wormley
Nays (0): None
Abstain (0): None
Absent (1) Shanley

The proposal will go to the May 21, 2024, Kendall County Board meeting on the consent agenda.

NEW BUSINESS:

Approval to Extend the Deadline to Construct and Occupy the Buildings and Install Vegetation at 10744 Route 47

Mr. Asselmeier summarized the request.

In June 2023, the Planning, Building and Zoning Committee approved a minor amendment to the special use permit granted by Ordinance 2021-23 allowing a landscaping business at 10744 Route 47.

Among other changes to the original proposal, the minor amendment set a deadline of June 1, 2024, to construct and occupy the building shown on the site plan. The minor amendment also set a deadline of June 1, 2024, for the installation of landscaping. The minor amendment was provided

The request is to extend both of the previously listed deadlines to December 1, 2024.

Member Koukol made a motion, seconded by Member Flowers, to approve the extension to December 1, 2024.

The votes were as follows:

Yeas (4): Koukol, Rodriguez, Flowers, and Wormley
Nays (0): None
Abstain (0): None
Absent (1) Shanley

Approval to Extend the Deadline to Install the Botanicals at 15759 Route 47

Mr. Asselmeier summarized the request.

In July 2022, the County Board approved a special use permit for a governmental building or facility by Ordinance 2022-19 at 15759 Route 47. This ordinance was provided.

Condition 2.B required the installation of botanicals by June 1, 2024.

On May 1, 2024, the Lisbon Township Highway Commissioner submitted a request to extend the deadline for six (6) months to December 1, 2024.

Member Koukol made a motion, seconded by Member Flowers, to approve the extension to December 1, 2024.

The votes were as follows:

Yeas (3): Koukol, Flowers, and Wormley
Nays (0): None
Abstain (0): None
Absent (1) Shanley

Member Rodriguez left at this time (6:54 p.m.)

OLD BUSINESS:

Recommendation of Annual Facility Inspection Report for NPDES Permit for Stormwater Discharges from Separate Storm Sewer Systems (MS4)

Mr. Asselmeier summarized the Report.

Kendall County is required to submit certain documents annually by June 1st as required by its NPDES Permit.

The 2024 Annual Report is similar to the 2023 Annual Report.

There is a One Thousand Dollar (\$1,000) submittal fee, which has been unchanged for several years.

Member Flowers made a motion, seconded by Member Koukol, to recommend approval of the Report.

The votes were as follows:

Yeas (3): Koukol, Flowers, and Wormley
Nays (0): None
Abstain (0): None
Absent (2) Rodriguez and Shanley

The proposal will go to the May 21, 2024, Kendall County Board meeting on the consent agenda.

Approval to Extend or Revoke Building Permit 01-2020-146 for a Single-Family Home at 7782 Tanglewood Trails

Mr. Asselmeier summarized the request.

Brian Holdiman conducted an inspection at the property on April 29, 2024, and determined that a sixty (60) day extension was necessary. They continue to make progress.

Member Koukol made a motion, seconded by Member Flowers, to approve the sixty (60) day extension.

The votes were as follows:

Yeas (3): Koukol, Flowers, and Wormley
Nays (0): None
Abstain (0): None
Absent (2) Rodriguez and Shanley

Member Rodriguez returned at this time (6:57 p.m.).

Update on Stormwater Permit at 13039 McKanna Road (PIN: 09-09-100-002) in Seward Township

Chairman Wormley stated that the Petitioner is making significant progress. There should not be a citation at this time. Chairman Wormley recommended an extension.

Member Koukol made a motion seconded by Member Flowers to provide an extension.

With a voice vote of four (4) ayes, the motion carried.

Follow-Up on April 20, 2024, Code Official Open House in Oswego Township

Mr. Asselmeier reported that ten (10) people attended the open house.

REVIEW VIOLATION REPORT:

The Committee reviewed the report.

Member Flowers left at this time (7:10 p.m.)

Mr. Asselmeier stated that the Illinois Supreme Court is reviewing a case related to citation forms and the State's Attorney's Office was reviewing the current forms.

Chairman Wormley suggested a verbiage change on A-1 properties which were being used inappropriately.

Member Flowers returned at this time (7:12 p.m.)

REVIEW PRE-VIOLATION REPORT:

The Committee reviewed the report.

UPDATE FROM HISTORIC PRESERVATION COMMISSION:

Mr. Asselmeier stated that the County Board will be asked to declare May as the Historic Preservation Month. The County received the reimbursement check from the State of Illinois for the CLG Grant reimbursement. The Historic Preservation Awards are planning to be handed out on May 21, 2024.

REVIEW PERMIT REPORT:

The Committee reviewed the report.

REVIEW REVENUE REPORT:

The Committee reviewed the report.

CORRESPONDENCE:

None

COMMENTS FROM THE PRESS:

None

EXECUTIVE SESSION:

Review of Minutes of Meetings Lawfully Closed Under the Illinois Open Meetings Act (5 ILCS 120/2(c)(21))

Member Koukol made a motion, seconded by Member Rodriguez, to enter into executive session to review the minutes of meetings lawfully closed under the Illinois Open Meetings Act.

The votes were as follows:

Yeas (4): Koukol, Rodriguez, Flowers, and Wormley
Nays (0): None
Abstain (0): None
Absent (1) Shanley

The Committee recessed at 7:14 p.m.

The meeting resumed at 7:17 p.m.

NEW BUSINESS:

Approval to Release the Executive Session Minutes of May 6, 2024

Member Koukol made a motion, seconded by Member Flowers, to recommend release of minutes of the May 6, 2024, executive session.

The votes were as follows:

Yeas (4): Koukol, Flowers, Rodriguez, and Wormley
Nays (0): None
Abstain (0): None
Absent (1) Shanley

The proposal will go to the May 21, 2024, Kendall County Board meeting on the consent agenda.

ADJOURNMENT

Member Flowers made a motion, seconded by Member Koukol, to adjourn. With a voice vote of four (4) ayes, the motion carried.

Chairman Wormley adjourned the meeting at 7:17 p.m.

Minutes prepared by Wanda A. Rolf, Administrative Assistant

Enc.



**KENDALL COUNTY
PLANNING, BUILDING, & ZONING COMMITTEE
MAY 6, 2024**

IF YOU WOULD LIKE TO BE CONTACTED ON FUTURE MEETINGS REGARDING THIS TOPIC, PLEASE PROVIDE YOUR ADDRESS OR EMAIL ADDRESS

NAME	ADDRESS (OPTIONAL)	EMAIL ADDRESS (OPTIONAL)
Don K...	[REDACTED]	
24-05		
Always	Forth...	Dec. 1, 2024

COUNTY OF KENDALL, ILLINOIS

Ordinance 24-_____

AN ORDINANCE DETERMINING THE COMPENSATION OF THE KENDALL COUNTY CIRCUIT CLERK

WHEREAS, Division 4-6 of the Counties Code authorizes the County Board to determine the compensation of County Officers; and

WHEREAS, the Illinois Local Government Officer Compensation Act provides that whenever the compensation of elected officers of units of local government is fixed by that unit of local government, such compensation shall be fixed at least 180 days before the beginning of the terms of the officers; and

WHEREAS, Section 27.3(a) of the Clerk of the Courts Act authorizes the County Board to determine the compensation of the Clerk of the Circuit Court; and

WHEREAS, Section 27.3(d) of the Clerk of the Courts Act further provides that, in addition to the compensation provided by the County Board, the Clerk of the Circuit Court shall receive an award from the State for the additional duties imposed by Sections 5-9-1 and 5-9-1.2 of the Unified Code of Corrections, Section 10 of the Violent Crime Victims Assistance Act, Section 16-104 of the Illinois Vehicle Code and other laws; and

WHEREAS, the County Board from time-to-time provided by ordinance that the elected officers for whom it determines the compensation may, in their discretion, participate in additional non-salary employee benefits as part of their compensation.

NOW, THEREFORE, BE IT ORDAINED BY THE KENDALL COUNTY BOARD:

SECTION 1: Recitals. The foregoing recitals are incorporated into and made a part of this Ordinance as the findings of the Kendall County Board.

SECTION 2: Kendall County Circuit Clerk's Compensation. The County-portion of the salary of the Kendall County Circuit Clerk shall be and hereby is determined as follows:

Current	FY 2025	FY 2026	FY 2027	FY 2028
91,554	96,132	100,938	105,985	108,635

SECTION 3: Employee Benefits. In addition to the salaries fixed by this Ordinance, the Kendall County Circuit Clerk may, in their discretion, participate in any employee benefit or other form of compensation authorized by law or by a majority vote of the Kendall County Board.

SECTION 4: Severability. If any section, paragraph, sentence, or clause of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate, or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 5: Conflict. All ordinance or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict, and any future changes to preexisting personnel policies and collective bargaining agreements subject to this Ordinance are hereby authorized to be done by motion or resolution.

Approved this ____ day of _____, 2024.

Attest:

Matthew Kellogg, County Board Chairman

Debbie Gillette, County Clerk and Recorder



COUNTY OF KENDALL, ILLINOIS

Ordinance 24-_____

AN ORDINANCE DETERMINING THE COMPEN SATION OF THE KENDALL COUNTY CORONER

WHEREAS, Article VII, Section 4 of the Illinois Constitution defines the Coroner as a County Officer; and

WHEREAS, Division 4-6 of the Counties Code authorizes the County Board to determine the compensation of County Officers; and

WHEREAS, the Illinois Local Government Officer Compensation Act provides that whenever the compensation of elected officers of units of local government is fixed by that unit of local government, such compensation shall be fixed at least 180 days before the beginning of the terms of the officers; and

WHEREAS, the County Board from time-to-time provided by ordinance that the elected officers for whom it determines the compensation may, in their discretion, participate in additional non-salary employee benefits as part of their compensation.

NOW, THEREFORE, BE IT ORDAINED BY THE KENDALL COUNTY BOARD:

SECTION 1: Recitals. The foregoing recitals are incorporated into and made a part of this Ordinance as the findings of the Kendall County Board.

SECTION 2: Kendall County Coroner's Compensation. The County-portion of the salary of the Kendall County Coroner shall be and hereby is determined as follows:

Current	FY 2025	FY 2026	FY 2027	FY 2028
72,135	75,742	79,529	83,505	85,593

SECTION 3: Employee Benefits. In addition to the salaries fixed by this Ordinance, the Kendall County Coroner may, in their discretion, participate in any employee benefit or other form of compensation authorized by law or by a majority vote of the Kendall County Board.

SECTION 4: Severability. If any section, paragraph, sentence, or clause of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate, or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 5: Conflict. All ordinance or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict, and any future changes to preexisting personnel policies and collective bargaining agreements subject to this Ordinance are hereby authorized to be done by motion or resolution.

Approved this ____ day of _____, 2024.

Attest:

Matthew Kellogg, County Board Chairman

Debbie Gillette, County Clerk and Recorder





Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 5/21/2024
Subject: Revised Organizational Chart and Headcount
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

Review and approval of Revised Organizational Chart and Headcount

Board/Committee Review:

On 5/6/2024, the Human Resources & Insurance Committee voted unanimously to forward this item to the County Board.

Fiscal impact:

None

Background and Discussion:

The attached is a proposed Revised Organizational Chart and Headcount. The revised chart reflects a change in the Information Communication and Technology (ICT) Department. The ICT was previously budgeted to add an administrative position this fiscal year. ICT requests to replace this previously budgeted position with an additional Computer Support Specialist due to increased demand for help desk support. ICT Director Matthew Kinsey confirmed there would be no additional cost incurred with this change in job titles.

Staff Recommendation:

Approval of the Revised Organizational Chart and Headcount

Attachments:

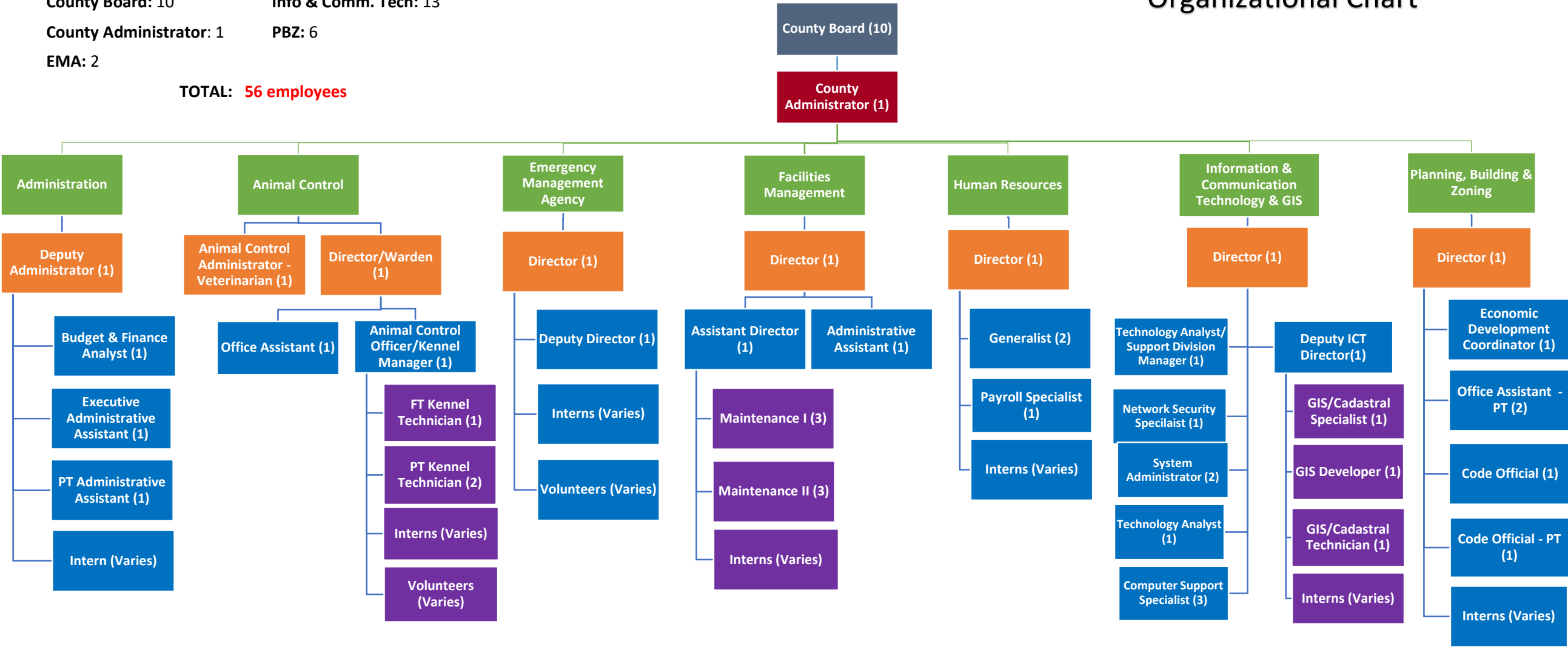
1. Revised Organizational Chart and Headcount

APPROVED HEADCOUNT

Administration: 4 Facilities: 9
Animal Control: 7 Human Resources: 4
County Board: 10 Info & Comm. Tech: 13
County Administrator: 1 PBZ: 6
EMA: 2

TOTAL: 56 employees

Kendall County, Illinois
Organizational Chart





Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 5/21/2024
Subject: Revised Section 1.4 Worker Classifications Policy
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

Review and approval of revised Section 1.4 Worker Classifications Policy in the Kendall County Employee Handbook.

Board/Committee Review:

On 5/6/2024, the Human Resources & Insurance Committee voted unanimously to forward this item to County Board.

Fiscal impact:

None

Background and Discussion:

While conducting various payroll-related audits, we learned that several County departments and offices utilize seasonal employees and/or temporary employees. The attached revised Worker Classifications Policy (Section 1.4) in the Kendall County Employee Handbook provides definitions for these two additional categories of employees.

Staff Recommendation:

Approval of the attached revised Section 1.4 Worker Classifications Policy.

Attachments:

1. Revised Section 1.4 Worker Classification Policy

Section 1.4	Worker Classifications
<u>Effective Date:</u> 09/01/2022 <u>Last Amended Date:</u> 11/21/2023, <u>TBD</u>	<u>Source Doc/Dep.:</u> None/HR

Section 1.4 WORKER CLASSIFICATIONS

All employees contribute different skills and experience to the workplace. Duties and work schedules may vary by employee and by worker classification. The worker classifications for the Employer are as follows:

- A. FULL-TIME EMPLOYEES:** A full-time employee shall be one who is employed to work on average at least thirty (30) hours of service per week or at least one hundred thirty (130) hours of service in a calendar month.
- B. PART-TIME EMPLOYEES:** A part-time employee shall be one who is employed to work on average less than thirty (30) hours of service per week or less than one hundred thirty (130) hours of service in a calendar month. Part-time employees are not eligible for many benefits offered to full-time employees including, but not limited to, employee health and dental coverage.
- C. PROBATIONARY EMPLOYEES:** Employees who have been employed to work on a full-time or part-time basis and who have been employed for a period of less than six (6) continuous months of employment with their Employer. An employee's successful completion of the probationary period will not alter the employee's at-will employment status.
- D. SEASONAL EMPLOYEES:** A person who works on a full-time or part-time basis for a portion of a calendar year performing work limited to a specific season or period of the year.
- E. STUDENT LEARNERS/INTERNS:** A student learner/intern is a student in high school, college or a post-graduate school who may or may not receive course credit for participating in school-approved work-study programs at the Employer. A student learner/intern may or may not be paid for the work performed for the Employer. Student learners/interns are not eligible for benefits offered to full-time employees including, but not limited to, employee health and dental coverage.
- FE. TEMPORARY EMPLOYEES:** A person selected to work on a full-time or part-time basis for a specific, limited duration of time.
- G. VOLUNTEERS:** A volunteer is an individual who performs hours of service for the Employer for civic, charitable, or humanitarian reasons, without promise,

expectation, or receipt of compensation for services rendered. Individuals shall be considered volunteers only where their services are offered freely and without pressure or coercion, direct or implied, from the Employer. An individual shall not be considered a volunteer if the individual is otherwise employed by the Employer to perform the same type of services as those for which the individual proposes to volunteer. Volunteers are not eligible for any benefits offered to employees. An employee's volunteer service hours shall not be considered hours worked for purposes of compensation and/or benefits eligibility.

HF. **INDEPENDENT CONTRACTORS:** Independent contractors are outside vendors who are not employees. Independent contractors are not eligible for any benefits offered to employees.

THE KENDALL COUNTY BOARD RESERVES THE RIGHT TO CHANGE ANY OR ALL OF THE ABOVE WORKER CLASSIFICATIONS AT ANYTIME AND WITHOUT NOTICE. PLEASE ALSO NOTE THAT, SUBJECT TO AN APPLICABLE UNION CONTRACT, NONE OF THE CLASSIFICATIONS CHANGE THE EMPLOYMENT AT-WILL RELATIONSHIP THE EMPLOYER HAS WITH ITS EMPLOYEES.



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 5/21/2024
Subject: Revised Section 5.5 No Smoking Policy
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

Review and approval of revised Section 5.5 No Smoking Policy in the Kendall County Employee Handbook.

Board/Committee Review:

On 5/6/24, the Human Resources & Insurance Committee voted unanimously to forward this item to County Board.

Fiscal impact:

None

Background and Discussion:

This proposed revision to the No Smoking Policy (Section 5.5) in the Kendall County Handbook is the result of a recent change to the Illinois Smokefree Workplace Act, which now prohibits the use of electronic smoking devices in indoor public places.

Staff Recommendation:

Approval of the attached revised Section 5.5 No Smoking Policy.

Attachments:

1. Revised Section 1.4 Worker Classification Policy

Section 5.5	No Smoking Policy
<u>Effective Date:</u> 09/01/2022 <u>Last Amended Date:</u> <u>TBD</u>	<u>Source Doc/Dep.:</u> None/HR

Section 5.5 NO SMOKING POLICY

In accordance with Illinois law, the Employer prohibits smoking and the use of electronic smoking devices in the workplace or at any work site, while driving any vehicle owned or leased by Kendall County, or while performing job duties on behalf of the Employer.



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 5/21/2024
Subject: New Facilities Management Department Intern Job Description
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

Review and approval of the Facilities Management Department Intern job description.

Board/Committee Review:

On 5/6/2024, the Human Resources & Insurance Committee voted unanimously to forward this item to the County Board.

Fiscal impact:

None

Background and Discussion:

The attached is a proposed job description for a Facilities Management Department intern. This temporary intern position will assist the Facilities Management Department with various tasks including, but not limited to, developing and implementing strategies for managing the County's assets, including maintenance schedules and replacement plans.

Staff Recommendation:

Approval of the Facilities Management Intern Job Description

Attachments:

1. Facilities Management Intern Job Description

Kendall County Internship Job Description

TITLE: Intern
DEPARTMENT: Facilities Management
SUPERVISED BY: Assistant Director of Facilities Management/Project Manager
FULL TIME/PART TIME: Part Time (Hours vary)
FLSA STATUS: Non-Exempt
UNION STATUS: Non-Union
APPROVED/REVISED: TBD

I. Position Summary:

This internship provides support to the Facilities Management Department. During the internship, the Intern will work closely with other Kendall County departments and offices to identify the needs of Kendall County and to make recommendations for asset tracking and/or disposal. The Intern will be responsible for developing and implementing strategies for managing assets, including maintenance schedules and replacement plans. This internship may be paid or unpaid and eligible for school credit (at the discretion of the Facilities Management Director).

II. Essential Duties and Responsibilities:

The essential duties for this internship include, but are not limited to the following:

- A. Development and implementation of Kendall County's asset management strategies, policies, and procedures.
- B. Conducts regular asset inspections and assessments to identify maintenance needs and replacement requirements.
- C. Maintains accurate and up-to-date asset records, including acquisition, disposal, and maintenance history.
- D. Manages asset inventory and ensures that all assets are properly tagged and accounted for.
- E. Coordinates with other departments to ensure that assets are used efficiently and effectively.
- F. Develops and implements asset maintenance schedules and procedures.
- G. Monitors and reports on asset performance and utilization.
- H. Develops and implements asset disposal policies and procedures.
- I. Ensures compliance with relevant regulations and standards.
- J. Provides guidance and support to other departments on asset management and other Facilities Management Department issues.
- K. Assists with filing documents, pulling documents from storage, and putting files away in storage.
- L. Complies with record retention and destruction procedures in compliance with the Illinois Local Records Act.
- M. Must drive to and from Kendall County's buildings to perform assigned duties.
- N. Maintains confidentiality.
- O. Maintains positive and professional working relationships with Kendall County's elected officials, department heads, employees, other government agencies, unions, and other third parties.
- P. Complies with all applicable laws, regulations, union contracts, and County policies and procedures regarding or relating to assigned job duties.
- Q. Performs other duties as assigned.

Kendall County Internship Job Description

III. Qualifications:

To perform this internship successfully, an individual must be able to perform all essential duties and responsibilities satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the internship:

A. Language Skills:

1. Ability to research, read, and interpret documents and simple instructions.
2. Ability to prepare documents, reports, marketing materials, and correspondence.
3. Requires proficient knowledge of the English language, spelling and grammar and ability to alphabetize.
4. Excellent communication and interpersonal skills.

B. Mathematical Skills:

1. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
2. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
3. Ability to assist with preparation and analysis of statistical data/reports.

C. Reasoning Ability:

1. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
2. Ability to deal with problems involving several concrete variables in standardized situations.

D. Certificates, Licenses, and Registrations:

1. Current and valid driver's license.

E. Other Skills, Knowledge, and Abilities:

1. Strong organization and multi-tasking skills.
2. Ability to work independently and as part of a team.
3. Excellent prioritization skills and the ability to meet deadlines.
4. The ability to display a positive, cooperative, professional, and team orientated attitude.
5. The ability to develop and maintain relationships with department heads, elected officials, and other County staff and stakeholders.
6. The ability to listen, understand information and ideas, and work effectively with County personnel, department heads, and elected officials.
7. Must be proficient in the use of computers and in Microsoft Excel.
8. Proficiency with other financial analysis tools is preferred.
9. Knowledge of office practices, principles of modern record keeping, and maintaining filing systems.

F. Education and Experience:

1. Must be currently enrolled in an associate degree program, undergraduate degree program, or graduate school program at an

Kendall County Internship Job Description

- accredited college or university with a preferred area of study in finance, economics, business administration or a related area of study.
2. At least six (6) months of prior work experience with facilities management and/or risk management and mitigation strategies is preferred.

IV. Physical Demands:

While performing the duties of this internship, the intern must be able to:

- A. Frequently sit for long periods of time at a desk or in meetings.
- B. Frequently work with computers and look at computer screen and other electronic devices.
- C. Must be able to lift and/or move up to 40 pounds.
- D. Frequently lift and/or move up to 10 pounds.
- E. Use hands to handle, feel, grip, and type.
- F. Reach, push, and pull with hands and arms.
- G. Talk and hear in person and via use of telephone.
- H. Specific vision abilities include close and distance vision, as well as depth perception.
- I. Travel independently to other County properties to perform assigned internship responsibilities.

V. Work Environment:

The work environment characteristics described here are representative of those an intern encounters during this internship. While performing the duties of this internship, an intern may be subject to the following working conditions:

- A. Mostly inside environmental conditions, except when outside traveling between various buildings/locations in Kendall County to perform assigned duties.
- B. The noise level in the work environment is usually quiet to moderately quiet.
- C. The intern may be exposed to stressful and difficult situations and material.
- D. The intern may be required to provide their own transportation to travel to and from the internship site location and other County properties.
- E. The internship will be completed during normal business hours.

By signing my name below, I hereby affirm that I received a copy of this internship job description.

Intern Receipt Acknowledgement & Signature

Date

Signature of Supervisor

Date

cc: personnel file, intern



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 5/21/2024
Subject: Resolution Rescinding Resolution 2001-11
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

Review and approval of Resolution Rescinding Resolution 2001-11

Board/Committee Review:

None

Fiscal impact:

On 5/6/2024, the Human Resources & Insurance Committee voted unanimously to forward this item to County Board.

Background and Discussion:

On or about May 15, 2001, the Kendall County Board approved Resolution 2001-11, “Resolution Authorizing the Execution of An Agreement Enabling Employees to Purchase U.S. Savings Bonds Through Payroll Deduction”. (See attached Exhibit 1 to the Resolution.) On January 1, 2011, the U.S. Treasury Direct discontinued allowing employers to purchase savings bonds for their employees through this payroll deduction program. As a result, Kendall County discontinued the payroll deduction program more than 10 years ago but never rescinded the resolution that created this program. The attached resolution is for “housekeeping” purposes to formally rescind the 2001 resolution and discontinue the now non-existent payroll deduction program.

Staff Recommendation:

Approval of the Resolution Rescinding Resolution 2001-11

Attachments:

1. Resolution Rescinding Resolution 2001-11

COUNTY OF KENDALL, ILLINOIS

Resolution 24-____

RESOLUTION RESCINDING RESOLUTION 2001-11

WHEREAS, on or about May 15, 2001, the Kendall County Board approved Resolution 2001-11, “Resolution Authorizing the Execution of An Agreement Enabling Employees to Purchase U.S. Savings Bonds Through Payroll Deduction”, a copy of which is attached as **Exhibit 1**; and

WHEREAS, effective January 1, 2011, the U.S. Treasury Direct discontinued allowing employers to purchase savings bonds for their employees through payroll deduction unless the employers allow Treasury Direct to debit business accounts for the purchases; and

WHEREAS, the payroll deduction program approved via Resolution 2001-11 is no longer operational for Kendall County employees; and

NOW, THEREFORE, BE IT RESOLVED, Resolution 2001-11 is hereby rescinded.

Approved this 21st day of May, 2024.

Attest:

Matthew Kellogg, County Board Chairman

Debbie Gillette, County Clerk and Recorder



EXHIBIT 1

RESOLUTION 2001-11

STATE OF ILLINOIS)
)ss
COUNTY OF KENDALL)

**PAUL ANDERSON, COUNTY CLERK WITHIN AND FOR SAID COUNTY, AND
HAVING A SEAL DO HEREBY CERTIFY THAT I HAVE COMPARED THE
FOREGOING COPY OF THE RECORD OF:**

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT ENABLING
EMPLOYEES TO PURCHASE SAVINGS BONDS THROUGH PAYROLL DEDUCTION
AND PARTICIPATE IN A BOND COMPLETION LIFE INSURANCE PLAN.**

**WITH THE ORIGINAL RECORD THEREOF NOW REMAINING IN MY OFFICE,
AND HAVING FOUND THE SAME TO BE A CORRECT TRANSCRIPT
THEREFROM AND OF THE WHOLE OF SUCH ORIGINAL RECORD.**

**INTESTIMONY WHEREOF I HAVE HEREWITH
SET MY HAND AND AFFIXED THE SEAL OF SAID
COUNTY, AT THE CITY OF YORKVILLE, IN
SAID COUNTY,**

THIS 15 DAY OF MAY, A.D., 2001

 COUNTY CLERK/RECORDER

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF KENDALL, ILLINOIS

SUBMITTED: EXECUTIVE COMMITTEE

2001 CR

RESOLUTION AUTHORIZING THE EXECUTION OF
AN AGREEMENT ENABLING EMPLOYEES TO
PURCHASE U. S. SAVINGS BONDS THROUGH PAYROLL DEDUCTION

WHEREAS, units of local government are able to withhold from their employees payroll checks by the Government Salary Withholding Act, 50 ILCS 125/4 hereinafter referred to as the Act; and

WHEREAS, the payroll deductions allowed by the act include the purchase of United States Savings Bonds and Bond Completion Life Insurance; and

WHEREAS, Security Marketing Group of Illinois has approached the County about establishing a payroll deduction program for the purchase of United States Savings Bonds and Bond Completion Life Insurance Plan; and

WHEREAS, Security Marketing Group of Illinois is the designated agent by the U. S. Treasury to offer the Savings Bonds program and also offers a Bond Completion insurance plan for interested employees; and

WHEREAS, Security Marketing Group of Illinois' programs are endorsed by the Illinois Association of County Officials Service Corporation; and

WHEREAS, Security Marketing does the promotion administration, servicing and accounting work for these two programs; and

WHEREAS, the auditor as indicated that his office is capable of adding these additional withholding without much difficulty; and

WHEREAS, the withholding for the purchase of United States Savings Bonds Programs upon the written request of an employee must be authorized by a resolution of the County Board.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Kendall, Illinois that the Chairman of the County Board is hereby authorized, on behalf of the County of Kendall, to execute an agreement that does not differ substantially from the agreement attached hereto as Exhibit "A" and incorporated herein by reference, with Security Marketing Group of Illinois to allow employees of Kendall County to purchase United States Savings Bonds and Bond Completion life insurance by payroll deduction.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of the Resolution to the Chairman of the County Board and Auditor and Security Marketing Group of Illinois, Incorporated.

Respectfully submitted,
EXECUTIVE COMMITTEE

Ed Flynn
William Pote
Marie McKelis Bucken
T.P. [unclear]

[Signature]
CHAIRMAN
Wm. Wykes
[Signature]
[Signature]
Jessie Hafensrichter

The above and foregoing Resolution was adopted by the County Board of the County of Kendall, Illinois this 15th day of May 2001.

[Signature]
Chairman of the County
Board of the County of Kendall, Illinois.

[Signature]
Clerk of the
County Board of the County
Of Kendall, Illinois



Kendall County Agenda Briefing

Meeting Type: Finance

Meeting Date: 4/25/2024

Subject: Improvement of Safety, Security & Accountability via Access Control Systems at the Facilities Management, Coroner & Animal Control buildings.

Prepared by: Luke Prisco & Dan Polvere

Department: Facilities Management

Action Requested:

- 1) Review/Approve Convergent Security Equipment Installation Proposal for the Facilities Management, Coroner and Animal Control buildings via Sourcewell Co-Op Contract 030421 in an amount not-to-exceed \$64,000.
- 2) \$18,000 increase to the original \$46,000 FY 2024 Capital Project Budget Line item for Access Control & Panic at the Facilities Management, Coroner and Animal Control buildings.

Board/Committee Review:

N/A

Fiscal impact:

\$18,000 increase to the FY 2024 Capital Project Budget Line item for Access Control & Panic at the Facilities Management, Coroner and Animal Control buildings

Background and Discussion:

- The Facilities/Coroner/Animal Control Buildings are the only occupied County buildings without access control.
- In preparation for the FY 2024 Budget process, the original scope of work provided in August of 2023 from Sound, Inc. included (9) doors between the Facilities Management, Coroner and Animal Control buildings and totaled approximately \$35,000. We expected some potential contingencies and price increases, so the FY 2024 Budget request became \$46,000.
- Since August 2023, a few events unfolded that caused us to re-analyze the original scope of work: 1) Increase in questionable un-invited persons (including past jail inmates) 2) Irate pet owners confronting animal control staff and 3) "First Amendment Auditors" with free-range access to facilities, coroner and animal control and the Sheriff's parking lots.

- New access control proposal includes (11) doors (8 at FM/CO, 3 at AC) with new equipment and (1) additional keypad in Animal Control that will be relocated from the Coroner's Office.
- To address access to the Sheriff's parking lots that are off-limits to the public, numerous "Restricted Area – Authorized Personnel Only" signs have been installed around the campus.
- For a cost comparison, our current vendor for access control at the Public Safety Center, SAS quoted 16 strikes for the courthouse that priced out at about \$5,000 per strike.
- For cost savings, these new access points will be added onto the current COB S2 system, as recommended by IT department.
- Provides security for all entry points into the building as well as some updated security within the coroner's area.
- Approximately \$17,000 in reusable equipment is included in the proposal.

Staff Recommendation:

- 1) Approve Motion to Forward to the County Board approval of the Convergent Security Equipment Installation Proposal for the Facilities Management/Coroner/Animal Control Buildings via Sourcewell Co-Op Contract 030421 in an amount not-to-exceed \$64,000.
- 2) \$18,000 increase to the FY 2024 Capital Project Budget Line item for Access Control & Panic at the Facilities Management, Coroner and Animal Control buildings

Attachments:

- Convergent proposal and quote

April 5, 2024

Kendall County
Kendall County Office Building
111 W. Fox St Yorkville, Illinois 60560
Attention: Luke Prisco

Quotation: PF01652713P
RFP#:
License/Cert

Reference: Coroner/Facility/Animal-Full Access Plan
Sourcewell Contract 030421

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.

Scope of Work

- Provide the following
 - **County Office Building-Head End**
 - Program
 - **Coroner's Office**
 - Door 1
 - Provide, Install and program
 - One (1) Signo 20 mullion card reader
 - One (1) Corbin ML2057LL-626 storeroom lock body and armor
 - One (1) Trine 4100-12/24VDC-US32D electric strike
 - Remove the existing mortise lock. Install a new lock body. Reinstall the lever trim and key cylinder. Modify the frame and install an electric strike
 - Door 2
 - Provide, install and program
 - One (1) 1.5 Pneumatic Exit Button
 - One (1) Request to Exit
 - One (1) Trimplate
 - Door 3
 - Replace existing card reader with one (1) HID keypad card reader
 - Door 4
 - Provide, Install and program
 - One (1) HID keypad card reader
 - Two (2) Rockwood 4 x 12 x 626 cover plates
 - One (1) Schlage ALX80P-SAT-626 storeroom lever lock
 - One (1) Trine 4100-12/24VDC-US32D electric strike
 - Remove the existing push button lock and install cover plates. Drill the door and install a lever lock which will remain locked from the exterior. Modify the frame and install an electric strike.
 - Door 5
 - Provide, install and program
 - One (1) HID keypad card reader
 - Two (2) Rockwood 4 x 12 x 626 cover plates
 - One (1) Schlage ALX80P-SAT-626 storeroom lever lock
 - One (1) Trine 4100-12/24VDC-US32D electric strike
 - Remove the existing push button lock and install cover plates. Drill the door and install a lever lock which will remain locked from the exterior. Modify the frame and install an electric strike.
 - **Facilities Office**
 - Head End
 - Provide, install and program

- One (1) S2 Netbox System Controller
 - Five (5) S2 access control application blades
 - One (1) S2 Input application blade
 - Two (2) Power supply
 - Four (4) Batteries
- Door 6
 - Provide, install and program
 - One (1) HID mullion card reader
 - One (1) Trine 4100-12/24VDC-US32D electric strike
 - Remove the lock from the door and convert the lock to storeroom function. Reinstall the lock. Modify the frame and install an electric strike.
- Door 7
 - Provide, install and program
 - One (1) HID mullion card reader
 - Two (2) Rockwood 4 x 12 x 626 cover plates
 - Two (2) Major mounting tab
 - One (1) Schlage ALX80P-SAT-626 storeroom lever lock
 - One (1) Trine 4100-12/24VDC-US32D electric strike
 - One (1) One Hub2SA push button at the administrative assistant desk in the facilities office
 - **The proposal is based on installing electrified hardware not locking against an exit sign**
 - Remove the existing push/pull plates and install cover plates. Drill the door and install a lever lock which will remain locked from the exterior. Modify the frame and install an electric strike.
- Door 8
 - Provide, install and program
 - One (1) HID mullion card reader
 - One (1) Corbin ML2057LL-626 storeroom lock body and armor
 - One (1) Trine 4100-12/24VDC-US32D electric strike
 - Remove the existing mortise lock. Install a new lock body. Reinstall the lever trim and key cylinder. Modify the frame and install an electric strike
- **Animal Control**
 - Head End: Provide, install and program the following
 - One (1) S2 network node in wall mount enclosure
 - Two (2) S2 access control application blades
 - Two (2) power supply
 - Four (4) batteries
 - Door 1
 - Provide, Install and program
 - One (1) Signo 40 card reader

- One (1) Corbin ML2057LL-626 storeroom lock body and armor
- One (1) Trine 4100-12/24VDC-US32D electric strike
- Remove the existing mortise lock. Install a new lock body. Reinstall the lever trim and key cylinder. Modify the frame and install an electric strike
- Door 2
 - Provide, install and program
 - One (1) Signo 40 card reader
 - One (1) Trine 4100-12/24VDC-US32D electric strike
 - One (1) Request to Exit
 - One (1) LCN 1461-RWPA-689 door closer
 - Convert the lock to remain locked from the exterior. Modify the frame and install an electric strike. Install a door closer
- Door 6
 - Provide, install and program
 - One (1) Signo 40 card reader
 - One (1) Trine 4100-12/24VDC-US32D electric strike
 - One (1) LCN 4040XP-RWPA-689 door closer
 - Convert the lock to remain locked from the exterior. Modify the frame and install an electric strike. Install a door closer.

Notes

- Customer to provide existing S2 portals for the additional readers
- Customer to provide 120 VAC
- Customer to provide open port on existing switch with access to the Kendall County network
- Customer to provide static IP addresses
- Customer to provide credentials
- Convergent to provide and install cable from Netbox enclosures to the field devices
- Convergent assumes the doors, door closers and mechanical locking hardware are in good working order. Repairs to the doors and existing hardware is not included.
- The proposal is based on installing electronic locking hardware on non-fire rated doors/frames.
- Customer to provide fire alarm relays
- Customer to provide cylinders for new locks or existing cylinders will be reused.

Device Hardening (reduce cyber risk)

- Disable unused & non-essential device features
- Disable unused network comms (e.g., services, ports)



- Change default passwords
- Update firmware including patches

PLEASE REVIEW THIS DOCUMENT CAREFULLY. It relates to the safe and proper operation of the security devices being installed for your organization ("Customer").

Customer has been advised of Convergent's Device Hardening services. The Device Hardening services and procedures may vary depending on the specific devices involved, but typically include: disabling unused and non-essential device features and associated network communications capabilities (e.g., services, ports); changing default passwords to new passwords that meet complexity requirements; and updating firmware to latest available versions that incorporate available patches from the device manufacturer. **These are one-time services** - ongoing support is required. Please ask your Convergent point of contact for more details on the specific device hardening services available for your devices. **These services reduce the risk of cyber vulnerabilities for the devices being installed.**

Convergent cannot guarantee the security of the devices it installs or of Customer's IT environment, and no networked system can be completely secure. Convergent cannot guarantee that the systems or services will be error free or operate without interruption. However, these services reduce the risk of cyber vulnerabilities for the devices being installed. Please note that these services are intended to address specified potential cyber vulnerabilities of certain devices Convergent has installed - they do not address any other aspect of Customer's IT environment or practices, which remain Customer's responsibility.

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	Material Priced with Sourcewell Contract 030421-CTL				
2	Coroner Office				
3	Door 1				
4	1.00	20NKS-00-000000	SIGNO 20, STANDARD PROFILE,PIGTAIL CONN, BLACK W/ SILVER,DEFAULT CONFIG	\$ 261.54	\$ 261.54
5	Door 2				
6	1.00	DS160	REQUEST TO EXIT PIRLIGHT GREY	\$ 84.88	\$ 84.88
7	1.00	TP160	TRIMPLATE FOR DS150/DS159	\$ 1.82	\$ 1.82
8	Open Market Pricing				
9	1.00	AC-TS14	1.5 PNEUMATIC EXIT BUTTON	\$ 279.76	\$ 279.76
10	Door 3				
11	1.00	40KTKS-00-000000	SIGNO 40K, STANDARD PROFILE,TERMINAL CONN, BLACK W/ SILVERDEFAULT CONFIG	\$ 443.85	\$ 443.85
12	Door 4				

Line	Qty	Part	Description	Unit Price	Extended Price
13	1.00	40KTKS-00-000000	SIGNO 40K, STANDARD PROFILE, TERMINAL CONN, BLACK W/ SILVER DEFAULT CONFIG	\$ 443.85	\$ 443.85
14	Door 5				
15	1.00	40KTKS-00-000000	SIGNO 40K, STANDARD PROFILE, TERMINAL CONN, BLACK W/ SILVER DEFAULT CONFIG	\$ 443.85	\$ 443.85
16	Facilities Management				
17	Head End				
18	1.00	S2-NB16-E2R-WM	NETBOX SYSTEM CONTROLLER (16 PORTAL LICENSE, 1 ACM BLADE) Includes 16 portal license and 1 ACM blade in wall mount enclosure with 6 available expansion slots.	\$ 4,317.14	\$ 4,317.14
19	5.00	S2-ACM	LENEL S2 ACCESS CONTROL APPLICATION BLADE Access control application extension blade with support for 2 OSDP or Wiegand readers, 4 inputs and 4 outputs. OSDP support requires NetBox Software Version 5.1 or later and OSDP-enabled readers.	\$ 738.57	\$ 3,692.85
20	1.00	S2-INP	S2 INPUT APPLICATION BLADE Supervised input application extension blade with 8 inputs.	\$ 440.00	\$ 440.00
21	1.00	AL600ULX	POWER SUPPLY 12/24VDC@6AMPUL LISTED FIRE/ACCESS MEA/CSFM APPROVED	\$ 317.74	\$ 317.74
22	1.00	AL300ULX	POWER SUPPLY 2.5A @ 12/24 VDC UL LISTED FIRE/ACCESS NFPA 72 MEA/CSFM APPROVED	\$ 219.75	\$ 219.75
23	4.00	D126	BATTERY, 12V 7 AH	\$ 28.81	\$ 115.24
24	Door 6				
25	1.00	20NKS-00-000000	SIGNO 20, STANDARD PROFILE, PIGTAIL CONN, BLACK W/ SILVER, DEFAULT CONFIG	\$ 261.54	\$ 261.54
26	Door 7				
27	1.00	20NKS-00-000000	SIGNO 20, STANDARD PROFILE, PIGTAIL CONN, BLACK W/ SILVER, DEFAULT CONFIG	\$ 261.54	\$ 261.54
28	Open Market Pricing				
29	1.00	US-HUB2SA	HOLD UP MOM SPDT W/3 SCR TM	\$ 38.55	\$ 38.55
30	Door 8				
31	1.00	20NKS-00-000000	SIGNO 20, STANDARD PROFILE, PIGTAIL CONN, BLACK W/ SILVER, DEFAULT CONFIG	\$ 261.54	\$ 261.54
32	Animal Control				
33	Head End				
34	1.00	S2-NN-E2R-WM	NETWORK NODE IN WALL MOUNT ENCLOSURE WITH 1 S2 ACM BLADE (SUPPORTS UP TO 7 S2 APPLICATION BLADES) Wall mount enclosure with (1) S2 ACM blade and 6 available expansion slots.	\$ 2,391.37	\$ 2,391.37

Line	Qty	Part	Description	Unit Price	Extended Price
35	2.00	S2-ACM	LENEL S2 ACCESS CONTROL APPLICATION BLADE Access control application extension blade with support for 2 OSDP or Wiegand readers, 4 inputs and 4 outputs. OSDP support requires NetBox Software Version 5.1 or later and OSDP-enabled readers.	\$ 738.57	\$ 1,477.14
36	1.00	AL600ULX	POWER SUPPLY 12/24VDC@6AMPUL LISTED FIRE/ACCESSMEA/CSFM APPROVED	\$ 317.74	\$ 317.74
37	1.00	AL300ULX	POWER SUPPLY 2.5A @ 12/24 VDC UL LISTED FIRE/ACCESS NFPA 72 MEA/CSFM APPROVED	\$ 219.75	\$ 219.75
38	4.00	D126	BATTERY, 12V 7 AH	\$ 28.81	\$ 115.24
39	Door 1				
40	1.00	40NKS-00-000000	SIGNO40, WALL MOUNT, 13.56MHZ&125KHZ, OSDP/WIEGANDMOBILE READY, BLE	\$ 269.48	\$ 269.48
41	Door 2				
42	1.00	40NKS-00-000000	SIGNO40, WALL MOUNT, 13.56MHZ&125KHZ, OSDP/WIEGANDMOBILE READY, BLE	\$ 269.48	\$ 269.48
43	Door 6				
44	1.00	40NKS-00-000000	SIGNO40, WALL MOUNT, 13.56MHZ&125KHZ, OSDP/WIEGANDMOBILE READY, BLE	\$ 269.48	\$ 269.48
45	Labor was Quoted IAW Sourcewell Contract 030421-CTL				

Equipment Total	\$ 17,215.12
Total Labor/Electrical Hardware	\$ 44,118.99
Freight/Warranty	\$ 1,192.47
Tax if applicable	\$ 0.00
Total Project Price	\$ 62,526.58

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Fifty percent (50%) of the proposed sell price shall be payable to Convergent for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
11. Convergent reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
12. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergent and its suppliers to avoid such delays. Customer agrees to provide Convergent with reasonable extensions of time to the extent of any such delays and Convergent agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergent actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergent's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergent agrees that it shall make commercially reasonable efforts to minimize any such increase.

REVIEW IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION PRIOR TO USING A CONVERGENT-INSTALLED SOLUTION: See the "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at convergent.com/terms.

Performance Items

Items Included

Installation of Network Cabling to Card Readers	Material (listed in the BOM)
One-Year Warranty on Labor	One-Year Warranty on Parts
Owner to Provide Static IP Addresses	System Programming
Termination of Control Equipment Enclosures	Testing of all Proposed Devices
Wire	

Items Excluded

All items not listed in Items Included

Total Project Investment:

\$ 62,526.58

Thank you for considering Convergent for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Patrick Fleming

Convergent
Patrick Fleming

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Luke Prisco

April 5, 2024

Customer Name (Printed)

Date

Authorized Signature

Title

Throughout this Proposal, including these Terms and Conditions and any attachments, (together, "Agreement") the term "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Work is being performed and "Convergent Related Parties" means Convergent and its contractors, subcontractors, third party product manufacturers or providers.

SECTION 1. THE WORK

This Agreement takes precedence over and supersedes any and all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addendums, represents the entire agreement between Convergent and Customer.

This Agreement is made without regard to compliance with any special sourcing and/or manufacturing requirements, minority or disadvantaged supplier requirements, or similar government procurement laws. Should such requirements be applicable to this Agreement, Convergent reserves the right to modify and/or withdraw its Agreement.

Customer understands that Convergent is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") purchased by Customer and certain services are delivered to Customer by such OEM.

No monitoring services, including UL listed monitoring, are included in the Work. Any such services shall be governed and provided by a separate agreement.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the site which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent;
- To remove site obstacles and job safety hazards;
- To promptly participate and approve acceptance testing, if applicable;
- Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

THE WORK AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO CUSTOMER'S PREMISES OR THIRD PARTIES. THE AMOUNTS BEING CHARGED BY CONVERGENT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a layered approach of people, processes, safety, and technologies. The Work, including Third Party Products, provided by Convergent is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergent by written agreement). Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage.

Risk of loss, including any Third Party Product comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any end user license agreements. If or Third Party Products are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, risk of loss with respect to such or Third Party Product shall pass to Customer upon delivery to Customer's site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergent shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Work without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any

other reasonable expenditure.

SECTION 4. WARRANTY

Warranties for Convergent's services and Third Party Products are described in the Limited Warranty for Products and Services available at <https://www.convergent.com/terms/>, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work with a change order signed by both parties. If Customer orders (i) any changes to the Work (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (extension or acceleration), or (iii) causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be liable for any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgments; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay and Convergent shall be entitled to an equitable adjustment of the Price.

SECTION 7. INSURANCE

In lieu of any Customer insurance requirements, for Services performed in the United States, Convergent shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$3,000,000 per occurrence/aggregate

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of the Services, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent pursuant to the terms of this Agreement. Convergent shall not provide loss runs or copies of its insurance policies. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergent shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergent's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site.

If Convergent is providing products or services for intrusion detection, detection of specific threats to people or property (including weapons, gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergent's indemnification obligations under the Agreement do not apply whatsoever and Convergent and Convergent Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergent and Convergent Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergent, except to the extent of Convergent's gross negligence installing such Special Offerings. Any waiver of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

SECTION 9. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGENT, CONVERGENT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE AGGREGATE LIABILITY OF CONVERGENT AND CONVERGENT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

SECTION 10. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

Convergent agrees to comply with all laws and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning Work.

If during the course of its Work, Convergent encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, Convergent shall be entitled to an extension of time and additional costs for the performance of its work.

If Convergent discovers or suspects the presence of hazardous materials or unsafe working conditions at Customer's site where the Work is to be performed, Convergent is entitled to stop the Work at that site if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's site. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's site. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials or unsafe working conditions at Customer's site.

SECTION 11. PERSONAL DATA & SECURITY

Convergent's obligations and liabilities regarding Processing of Personal Data and information security shall be limited solely to Processing performed by Convergent's personnel. Processing by OEMs or Third Party Products are governed by any applicable OEM end user licensing agreements or terms and conditions. Customer represents and warrants that it will comply with all applicable Data Protection Laws. Although certain products delivered by Convergent may be capable of processing Biometric Information, Personal Health Information, financial information, or government identifiers ("Sensitive Information"), Customer acknowledges that Convergent is not Processing Sensitive Information (or to the extent it is Processing Sensitive Information, it is doing so strictly in accordance with Customer's instructions) and Customer is solely responsible for compliance of all such Processing with Data Protection Laws. To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless Convergent from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) asserted by a third party arising out of or relating to failure to comply with applicable Data Protection Laws including but not limited to those related to Sensitive Information. Customer acknowledges it has reviewed Convergent's Privacy Policy available at <https://www.convergent.com/privacy-policy/>, "Personal Data", "Process(ing)", "Biometric Information", and "Personal Health Information" shall be interpreted in accordance with, and shall include analogous terminology as used in, applicable laws and regulations relating to data privacy, information security, data protection, data breaches, cross-border data flows, and/or the rights and obligations of persons or entities regarding personal information ("Data Protection Laws").

To the extent Convergent provides cybersecurity services, such services are provided "as is" without warranties or representations of any kind, whether express or implied. Convergent will follow Customer-specified policies to access (including remotely access) Customer information systems; however, Convergent will not be responsible for technical problems that may occur resulting from Convergent following Customer's instructions or for information security losses or harms to the extent that they are not due to the fault of Convergent. Customer-authorized changes to Customer information systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of its information systems.

SECTION 12. INTELLECTUAL PROPERTY

Convergent shall retain title and ownership of all intellectual property rights relating to the drawings, technical documentation, or other technical information ("Documentation") delivered under this Agreement. The OEMs shall retain title and ownership of all intellectual property rights relating to the Third Party Products and will grant any license and right to use in connection with the Third Party Product through the OEM's end user license agreement or other terms and conditions. Customer shall not use any Documentation supplied by Convergent for any purposes other than those directly related to this Agreement or for the use and/or maintenance of the Third Party Product.

SECTION 13. PRICE ADJUSTMENT

Convergent may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergent's control that impact the cost of performing the Work. The adjustment shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergent reserves the right to add periodic surcharges, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergent.

SECTION 14. TERMINATION

If a party materially breaches this Agreement, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate this Agreement upon 15 days written notice to the other party. If Convergent notifies Customer of a material breach pursuant to this paragraph, Convergent may temporarily suspend its work without liability until Customer cures the breach.

SECTION 15. GOVERNING LAW AND DISPUTES

The parties agree that this Agreement shall be governed by the laws of the state/province where the Work is located, and venue for disputes shall be located in that state/province.

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (if the Services are performed in the United States) or Arbitration Rules of the ADR Institute of Canada, Inc. (if the Services are performed in Canada) currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

SECTION 16. MISCELLANEOUS

The parties have required that this Agreement be written in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

Any changes to this Agreement shall be in writing signed by both Customer and Convergent.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Customer waives all claims against Convergent arising from or related to suspension of work pursuant to this Agreement.

Customer and Convergent are independent contractors, and nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between them. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the parties, and neither party shall be entitled to any benefits that the other party provides for its own employees, including workers compensation and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergent may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergent, or a sale of all or substantially all of the assets of Convergent to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

In no event will Convergent be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergent. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, indemnity, and disputes shall survive the termination of this Agreement.

By signing this Agreement, Customer acknowledges that it reviewed the Important Product Safety and Service Information at <https://www.convergent.com/terms/>.



Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 5/21/2024

Subject: Approval of Petition 24-05, Plat of Vacation of Utility and Drainage Easements at 7709 and 7731 Bentgrass Circle

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Approval of Petition 24-05, A Request from George S. and Heidi R. Oliver for Approval of a Plat of Vacation of a Ten Foot Drainage and Utility Easement at the Common Lot Lines of Lots 223 and 224 of Whitetail Ridge Subdivision also Known as 7709 and 7731 Bentgrass Circle, Yorkville (PINs: 06-07-375-002 and 06-07-375-003) in Na-Au-Say Township; Properties are Zoned RPD-2

Previous Board/Committee Review:

ZPAC-Approval (7-0-3) on April 2, 2024

PBZ Committee-Approval (4-0-1) on May 6, 2024

Fiscal impact:

N/A

Background and Discussion:

The Petitioner would like to vacate the easement between the two (2) properties in order to build a house over the common lot line.

WBK Engineering, the Homeowners' Association and all of the utilities have reviewed the proposal and expressed no opposition.

Staff Recommendation:

Approval with Conditions

Attachments:

Proposed Ordinance

ORDINANCE NUMBER 2024-_____

**APPROVING A PLAT OF VACATION OF TWO FIVE FOOT DRAINAGE AND UTILITY
EASEMENTS ON THE COMMON BOUNDARY LINES OF LOTS 223 AND 224 OF
WHITETAIL RIDGE SUBDIVISION MORE COMMONLY KNOWN AS 7709 AND 7731
BENTGRASS CIRCLE YORKVILLE AND IDENTIFIED BY PARCEL IDENTIFICATION
NUMBERS 06-07-375-002 AND 06-07-375-003 IN NA-AU-SAY TOWNSHIP**

WHEREAS, Section 7.06 of the Kendall County Subdivision Control Ordinance permits the Kendall County Board to approve plats of vacation and provides the procedure through which plats of vacation are approved; and

WHEREAS, the two five-foot drainage and utility and easements which are the subject of this Ordinance were established by Ordinance 2005-16 which granted approval of a final plat of Whitetail Ridge Subdivision and was approved by the Kendall County Board on March 1, 2005; and

WHEREAS, the final plat of Whitetail Ridge Subdivision was recorded in the Kendall County Recorder of Deeds Office on June 9, 2005; and

WHEREAS, two five-foot drainage and utility easements which are the subject of this Ordinance are located along and parallel to the shared property line of Lots 223 and 224 in Whitetail Ridge Subdivision. The legal descriptions of the easements are set forth in Exhibit A attached hereto and incorporated by reference; and

WHEREAS, on or about January 22, 2024, and January 26, 2024, George S. Oliver and Heidi R. Oliver acquired ownership of Lots 223 and 224 of Whitetail Ridge Subdivision and the property presently identified by Parcel Identification Numbers 06-07-375-002 and 06-07-375-003; and

WHEREAS, on or about March 4, 2024, George S. Oliver and Heidi R. Oliver, hereinafter referred to as "Petitioners," filed a petition for approval of a plat of vacation of two five-foot drainage and utility easements located along the property line of Lots 223 and 224; and

WHEREAS, a registered surveyor or engineer has prepared said plat and the plat meets the requirements listed under Section 7.06.C of the Kendall County Subdivision Control Ordinance; and

WHEREAS, on April 2, 2024, the Kendall County Zoning, Platting and Advisory Committee reviewed this petition and has forwarded to the Kendall County Board a recommendation of approval of the requested plat of vacation; and

WHEREAS, on May 6, 2024, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board reviewed the information presented and recommendation of the Kendall County Zoning, Platting and Advisory Committee, and has forwarded to the Kendall County Board a recommendation of approval of the requested plat of vacation; and

WHEREAS, on May 21, 2024, the Kendall County Board considered the recommendation of the Planning, Building and Zoning Committee and the recommendation of the Kendall County Zoning, Platting and Advisory Committee, and has determined that said petition is in conformance with the provisions and intent of the Kendall County Zoning Subdivision Control Ordinance and other applicable Ordinances; and

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, as follows:

1. The Kendall County Board hereby grants approval of Petitioners' petition for a plat of vacation of the easements legally described in Exhibit A attached hereto and shown on the site plan attached hereto as Exhibit B.
2. Lots 223 and 224 of Whitetail Ridge Subdivision shall not be sold as individual lots upon the successful recording of Exhibit B. Within ninety (90) days of the effective date of this ordinance, the Petitioners shall submit a parcel consolidation request to Kendall County.
3. One (1) single-family residence may be constructed on Lots 223 and 224 of Whitetail Ridge Subdivision combined.
4. This vacation shall become effective upon the successful recording of Exhibit B in the timeframe outlined in Section 7.06.H of the Kendall County Subdivision Control Ordinance unless an extension is granted by the Kendall County Board.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 21st day of May, 2024.

Attest:

Kendall County Clerk
Debbie Gillette

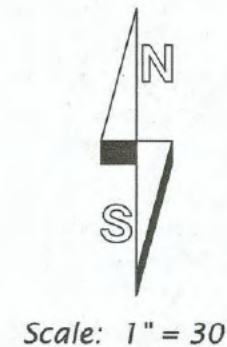
Kendall County Board Chairman
Matt Kellogg

LEGAL DESCRIPTION OF

EASEMENT TO BE RELEASED:

THE SOUTHERLY 5.0 FEET OF LOT 223 (EXCEPT THE EASTERLY 15. 0 FEET AND WESTERLY 10.0 FEET THEREOF) AND THE NORTHERLY 5.0 FEET OF LOT 224 (EXCEPT THE EASTERLY 15.0 FEET AND THE WESTERLY 10.0 FEET THEREOF) ALL IN WHITETAIL RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 72, TOWNSHIP 36 NORTH, RANGE 7, PART OF SECTION 7, TOWNSHIP 36, RANGE B, AND PART OF THE FORMER WA/SH-KEE-SHAW RESERVATION, IN KENDALL AND NA-AU-SAY TOWNSHIPS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS DOCUMENT NO. 200500015985, IN KENDALL COUNTY, ILLINOIS.

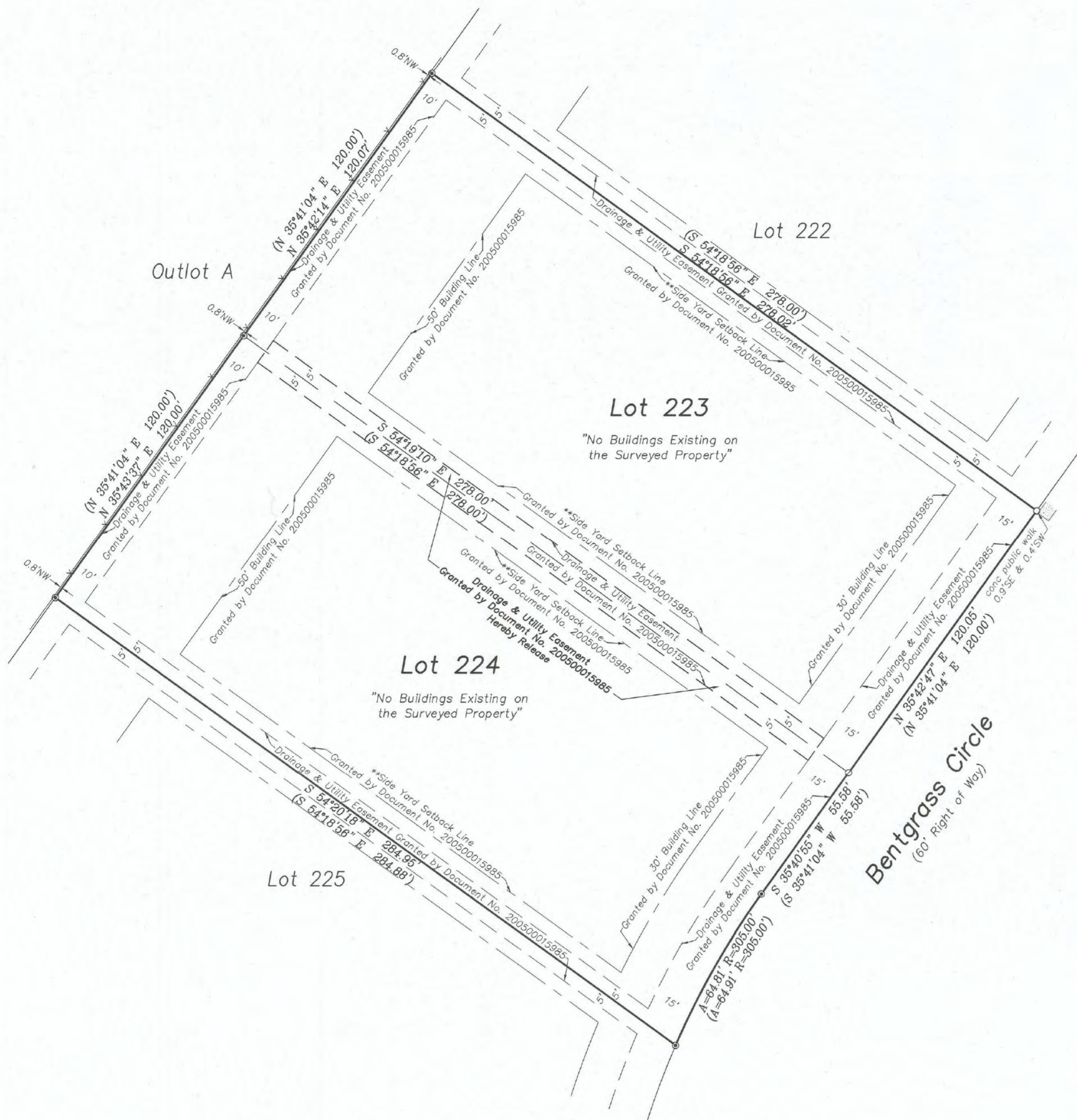
PLAT OF EASEMENT RELEASE
PART OF LOTS 223 AND 224 WHITETAIL RIDGE
KENDALL & NA-AU-SAY TOWNSHIPS KENDALL COUNTY ILLINOIS



Scale: 1" = 30'

PROPERTY LOCATION:

PIN: 06-07-375-002
06-07-375-003



****SURVEYOR'S NOTE:**
SIDEYARD SETBACK LINES ARE 10' OR 10% OF
WIDTH PER DETAIL ON WHITETAIL RIDGE
SUBDIVISION PLAT.

LEGAL DESCRIPTION OF
EASEMENT TO BE RELEASED:

THE SOUTHERLY 5.0 FEET OF LOT 223 (EXCEPT THE EASTERLY
15.0 FEET AND THE WESTERLY 10.0 FEET THEREOF) AND THE
NORTHERLY 5.0 FEET OF LOT 224 (EXCEPT THE EASTERLY 15.0
FEET AND THE WESTERLY 10.0 FEET THEREOF) ALL IN WHITETAIL
RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 12,
TOWNSHIP 36 NORTH, RANGE 7, PART OF SECTION 7, TOWNSHIP
36, RANGE 8, AND PART OF THE FORMER WAISH-KEE-SHAW
RESERVATION, IN KENDALL AND NA-AU-SAY TOWNSHIPS,
ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS
DOCUMENT NO. 200500015985, IN KENDALL COUNTY, ILLINOIS.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) SS

WE, CORNERSTONE SURVEYING, P.C., AN ILLINOIS PROFESSIONAL DESIGN
FIRM LAND SURVEYOR CORPORATION NO. 184.006522, DO HEREBY STATE
THAT WE HAVE PREPARED THIS PLAT OF EASEMENT RELEASE FOR THE
PROPERTY DESCRIBED HEREON.

DATED AT YORKVILLE, ILLINOIS ON FEBRUARY 29, 2024.

ERIC POKORNY, P.L.S. NO. [REDACTED]



OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) SS

THIS IS TO CERTIFY THAT WE, GEORGE S. OLIVER AND HEIDI R. OLIVER ARE THE OWNERS
OF THE PROPERTY DESCRIBED HEREON, AND DO WILLINGLY ACCEPT AND APPROVE
THE EASEMENT RELEASE DESCRIBED HEREON.

DATED AT _____, ILLINOIS

THIS _____ DAY OF _____, A.D. 20____

GEORGE S. OLIVER

HEIDI S. OLIVER

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) SS

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND
STATE AFORESAID, TO HEREBY CERTIFY THAT GEORGE S. OLIVER AND HEIDI R. OLIVER, WHO ARE
PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE
FOREGOING OWNER'S CERTIFICATE, APPEARED BEFORE ME THIS DAY, IN PERSON, AND ACKNOWLEDGED
THE EXECUTION OF THE ANNEXED PLAT AND ACCOMPANYING INSTRUMENTS FOR USES AND
PURPOSES THEREIN SET FORTH AS THEIR FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL,

THIS _____ DAY OF _____, A.D. 20____

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

COUNTY BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) SS

APPROVED BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS,

ON THIS _____ DAY OF _____, A.D. 20____

CHAIRMAN OF COUNTY BOARD

COUNTY CLERK

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) SS

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD
IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, AFORESAID,

ON THIS _____ DAY OF _____,

A.D. 20____, AT _____ O'CLOCK ____M.

KENDALL COUNTY RECORDER

Legend

○=Found 3/4" Dia. Iron Pipe
⊙=Found 1/2" Dia. Iron Rod
⊙=Found 5/8" Dia. Iron Rod

(XX.XX)= Record Distance
XX.XX= Measured Distance

N= North E= East
S= South W= West

R= Radius A= Arc Length

—X—X—X—= Fence
[Pattern]= Concrete/Asphalt

Michel C. Ensalaco, P.L.S. Exp. 11/30/2024
Eric C. Pokorny, P.L.S. Exp. 11/30/2024

TODD SURVEYING
Professional Land Surveying Services
"Cornerstone Surveying PC"

759 John Street, Suite D
Yorkville, IL 60550
Phone: 630-892-1309

Survey is only valid if original seal is shown in red.

Client: George Oliver
Book # sheets Drawn By: ERJH Plot # 7249
Reference:
Field Work Completed: 01/11/2024 & 02/12/2024
Rev. Date Rev. Description
Project Number:
2024-0028 Release



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 5/21/2024
Subject: 2023-2024 National Pollution Discharge Elimination System Report
Prepared by: Matthew H. Asselmeier, AICP, CFM
Department: Planning, Building and Zoning

Action Requested:

Approval of Annual Facility Inspection Report for NPDES Permit for Stormwater Discharges from Separate Storm Sewer Systems (MS4); Filing Fee of \$1,000 to be Paid from Planning, Building and Zoning Department's NPDES Permit Fee Line Item (11001902- 63670)

Previous Board/Committee Review:

PBZ Committee-Approval (3-0-2) on May 6, 2024

Fiscal impact:

\$1,000 Permit Application Fee; Paid from PBZ Line Item 11001902-63670

Background and Discussion:

Kendall County is required to submit certain documents annually by June 1st as required by its NPDES Permit.

The 2024 Annual Report is similar to the 2023 Annual Report.

There is a One Thousand Dollar (\$1,000) submittal fee, which has been unchanged for several years.

Staff Recommendation:

Approval

Attachments:

Proposed Annual Report



Illinois Environmental Protection Agency

Bureau of Water • 1021 N. Grand Avenue E. • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Division of Water Pollution Control ANNUAL FACILITY INSPECTION REPORT

for NPDES Permit for Storm Water Discharges from Separate Storm Sewer Systems (MS4)

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Compliance Assurance Section at the above address. Complete each section of this report.

Report Period: From March, 2023 To March, 2024

Permit No. ILR40 0261

MS4 OPERATOR INFORMATION: (As it appears on the current permit)

Name: Kendall County Mailing Address 1: 111 West Fox Street
Mailing Address 2: _____ County: Kendall
City: Yorkville State: IL Zip: 60560 Telephone: 630-553-4141
Contact Person: Matthew Asselmeier Email Address: masselmeier@kendallcountyil.gov
(Person responsible for Annual Report)

Name(s) of governmental entity(ies) in which MS4 is located: (As it appears on the current permit)

Kendall County

THE FOLLOWING ITEMS MUST BE ADDRESSED.

A. Changes to best management practices (check appropriate BMP change(s) and attach information regarding change(s) to BMP and measurable goals.)

- | | | | |
|----------------------------------------------|--------------------------|-------------------------------------------|--------------------------|
| 1. Public Education and Outreach | <input type="checkbox"/> | 4. Construction Site Runoff Control | <input type="checkbox"/> |
| 2. Public Participation/Involvement | <input type="checkbox"/> | 5. Post-Construction Runoff Control | <input type="checkbox"/> |
| 3. Illicit Discharge Detection & Elimination | <input type="checkbox"/> | 6. Pollution Prevention/Good Housekeeping | <input type="checkbox"/> |

B. Attach the status of compliance with permit conditions, an assessment of the appropriateness of your identified best management practices and progress towards achieving the statutory goal of reducing the discharge of pollutants to the MEP, and your identified measurable goals for each of the minimum control measures.

C. Attach results of information collected and analyzed, including monitoring data, if any during the reporting period.

D. Attach a summary of the storm water activities you plan to undertake during the next reporting cycle (including an implementation schedule.)

E. Attach notice that you are relying on another government entity to satisfy some of your permit obligations (if applicable).

F. Attach a list of construction projects that your entity has paid for during the reporting period.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Owner Signature:

Matt Kellogg

Printed Name:

Date:

Kendall County Board Chairman

Title:

EMAIL COMPLETED FORM TO: epa.ms4annualinsp@illinois.gov

or Mail to: ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
WATER POLLUTION CONTROL
COMPLIANCE ASSURANCE SECTION #19
1021 NORTH GRAND AVENUE EAST
POST OFFICE BOX 19276
SPRINGFIELD, ILLINOIS 62794-9276

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42) and may also prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

IL 532 2585

WPC 691 Rev 6/10

Illinois Environmental Protection Agency
ANNUAL FACILITY INSPECTION REPORT
for NPDES Permit for Storm Water Discharges from Separate Storm Sewer Systems (MS4)

Kendall County, Illinois (NPDES Permit No. ILR400261)
YEAR 3: March 2023-March 2024

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Part 1. Changes to Best Management Practices

There are no changes to the Best Management Practices in Year 3 (March 2023-March 2024) for the six minimum control measures as described in the Notice of Intent for Kendall County dated February 16, 2021.

Note: **X** indicates BMPs performed that were proposed for Year 3 in NOI

+ indicates BMPs performed that were not originally proposed for Year 3 in NOI

A. Public Education and Outreach	
X	A.1 Distributed Paper Material
X	A.2 Speaking Engagement
	A.3 Public Service Announcement
X	A.4 Community Event
	A.5 Classroom Education Material
X	A.6 Other Public Education
B. Public Participation/Involvement	
	B.1 Public Panel
	B.2 Educational Volunteer
X	B.3 Stakeholder Meeting
	B.4 Public Hearing
	B.5 Volunteer Monitoring
	B.6 Program Coordination
X	B.7 Other Public Involvement
C. Illicit Discharge Detection and Elimination	
X	C.1 Storm Sewer Map Preparation
	C.2 Regulatory Control Program
X	C.3 Detection/Elimination Prioritization Plan
X	C.4 Illicit Discharge Tracing Procedures
X	C.5 Illicit Source Removal Procedures
X	C.6 Program Evaluation and Assessment
X	C.7 Visual Dry Weather Screening
	C.8 Pollutant Field Testing
	C.9 Public Notification
	C.10 Other Illicit Discharge Controls

D. Construction Site Runoff Control	
X	D.1 Regulatory Control Program
X	D.2 Erosion and Sediment Control BMPs
X	D.3 Other Waste Control Programs
X	D.4 Site Plan Review Procedures
	D.5 Public Information Handling Procedures
X	D.6 Site Inspection/Enforcement Procedures
X	D.7 Other Construction Site Runoff Controls
E. Post-Construction Runoff Control	
	E.1 Community Control Strategy
	E.2 Regulatory Control Program
X	E.3 Long-Term O&M Procedures
	E.4 Pre-Construction Review of BMP Designs
X	E.5 Site Inspections During Construction
	E.6 Post-Construction Inspections
X	E.7 Other Post-Construction Runoff Controls
F. Pollution Prevention/Good Housekeeping	
X	F.1 Employee Training Program
	F.2 Inspection and Maintenance Program
	F.3 Municipal Operations Storm Water Control
X	F.4 Municipal Operation Waste Disposal
X	F.5 Flood Management/Assess Guidelines
X	F.6 Other Municipal Operations Controls

Part 2. Status of Compliance with Permit Conditions

(Provide the status of compliance with permit condition, an assessment of the appropriateness of your identified best management practices and progress towards achieving the statutory goal of reducing the discharge of pollutants to the maximum extent practicable [MEP], and your identified measurable goals for each of the minimum control measures.)

Kendall County submitted a Notice of Intent dated February 16, 2021, which initiated a new 5-year permit cycle. The BMPs listed in the 2021 NOI were selected to meet the requirements of the NPDES Phase II program and reduce nonpoint source pollution in Kendall County.

The status of BMPs and measurable goals performed in Year 3 (March 2023-March 2024) are described below.

A. Public Education and Outreach

A.1 Distributed Paper Material

Measurable Goals: 1) Track number of people requesting to see the County's Plan on an annual basis.

Due to the increased preference of electronic documents and the effort to minimize paper waste, Kendall County provides much of their information on the County's website. Kendall County continues to provide links on their website to PDFs of the Stormwater Management Program Plan, the NOI, and Annual Reports. The website also includes materials about sources of stormwater pollution and ways to minimize pollutants. The County's website includes EPA web links, as well as web links to other sites that contain information about the benefits of green infrastructure and rain gardens, impacts of climate change on water resources, and the impacts of climate change on the Midwest.

Kendall County typically tracks the number of views the County website receives annually. In Year 3, the NPDES documents received 80 pageviews.

A.2 Speaking Engagement

Measurable Goals: Number of annual presentations

The Kendall County Soil and Water Conservation District (SWCD) gave a webinar presentation on June 16th, 2023, for a pollinator habitat workshop where attendees learned about establishing pollinator habitat on their properties, the benefits of native vegetation, the importance of pollinators, and they got the opportunity to visit two established pollinator habitat sites in the County. There were about 15 attendees. On March 6, 2024, they hosted their annual Pond Seminar where attendees learned about pond management & maintenance. There were about 30 attendees. On March 21, 2023, Alyse Olson presented the IL Urban Manual at the Kane-DuPage SWCD's annual Winter Soil Erosion & Sediment Control seminar.

A.4 Community Event

Measurable Goals: Increased interest and attendance in annual workshops/seminars.

The Kendall County Soil and Water Conservation District (SWCD) hosted their annual

used oil drop off recycling event on June 17, 2023. They collected 1,480 gallons of used oil, 30 gallons of used antifreeze, and about 50 used oil filters. This was all recycled by Illinois Recovery Group.

On August 18, 2023, the County hosted a Used Tire Drive. They collected 1,200 passenger tires & 200 truck/tractor tires. The tires were recycled by Liberty Tire Recycling.

The County also offers cover crop seeds for sale year-round for home gardens. They can be purchased by the pound anytime at County offices. Between April 1, 2023, to current, they have sold about 9 pounds of cover crop seeds.

A.6 Other Public Involvement

Measurable Goals: Inquiries to linked websites and annual increase in hits to website.

Kendall County tracks the number of views the County website receives annually. In Year 3, the NPDES documents received 80 page views, Groundwater information received 233 views and Stormwater received 409 views.

B. Public Participation/Involvement

B.3 Stakeholder Meetings

Measurable Goals: Hold an annual public meeting to establish a positive dialog.

The Kendall County Stormwater Management Oversight Committee held an annual public meeting on October 12, 2023, at 4:00pm in Yorkville, IL. The meeting was held to receive public input regarding stormwater management related regulations and enforcement and to discuss proposed changes to the Kendall County Stormwater Management Ordinance.

At the meeting, 9 of the 10 committee members were present. Also in attendance were Matt Asselmeier, Ryan Zaborowski, Christina Burns, Greg Chismark, and Stasi Brown.

B.7 Other Public Involvement

Measurable Goals: Inquiries to linked websites and annual increase in hits to website.

Kendall County tracks the number of views the County website receives annually. In Year 3, the NPDES documents received 80 page views, Groundwater information received 233 views, and Stormwater received 409 views.

C. Illicit Discharge Detection and Elimination

C.1 Storm Sewer Map Preparation

Measurable Goals: Review storm sewer mapping annually.

In Year 3, the Repetitive Loss Properties layer was added to the internal GIS on May 2nd. The Stormwater Permit layer was added to the internal GIS on July 24th.

C.3 Detection/Elimination Prioritization Plan

Measurable Goals: Track the number of illicit dischargers discovered and track removal process.

Kendall County continues to work with the Health Department on an Illicit Discharge Detection and Elimination program to identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4.

There were no illicit discharge investigations during Year 3.

The Highway Department performs stormwater related inspections as necessary throughout the County as they relate to road maintenance.

C.4 Illicit Discharge Tracing Procedures

Measurable Goals: Track number of illicit discharges discovered and track removal process annually.

Kendall County continues to work with the Health Department on an Illicit Discharge Detection and Elimination program to identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4.

There were no illicit discharge investigations during Year 3.

The County has an Outfall Inspection Procedure Flow Chart in their Kendall County Stormwater Management Program Plan for detecting and tracing discharges. There is also an Indirect Illicit Discharge Tracking Form available in Appendix 5.6 of the Kendall County Stormwater Management Program Plan for use by County personnel.

C.5 Illicit Source Removal Procedures

Track the number of illicit dischargers discovered and track removal process.

Kendall County continues to work with the Health Department on an Illicit Discharge Detection and Elimination program to identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4.

There were no illicit discharge investigations during Year 3.

The County has an 8-step protocol in place for ensuring the removal of illicit discharges. This protocol is explained under Section 3.3.D.3 of the Kendall County Stormwater Management Program Plan.

C.6 Program Evaluation and Assessment

Measurable Goals: Annual evaluation surveys.

Kendall County sent out an annual evaluation survey to all 9 townships within the County in Year 3 to get input on how they can continue to prevent stormwater pollution. Four townships completed the survey. The survey results are included at the end of this report

in Appendix 1.

C.7 Visual Dry Weather Screening

Measurable Goals: Track the number of illicit dischargers discovered and track removal process.

Kendall County continues to work on an Illicit Discharge Detection and Elimination program to identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4.

There were no illicit discharge investigations during Year 3.

The County has a Stormwater Outfall Inspection Data Form available in Appendix 5.3 of the Kendall County Stormwater Management Program Plan for use by County personnel.

D. Construction Site Runoff Control

D.1 Regulatory Control Program

Measurable Goals: Implementation of the Kendall County Stormwater Ordinance.

In Year 3, there were no updates to the Kendall County Stormwater Ordinance. Kendall County continues to implement and comply with the Kendall County Stormwater Ordinance.

Kendall County has been working with a review consultant since 2008 who continues to provide stormwater, engineering, wetland, and Soil Erosion and Sediment Control (SESC) review for proposed developments. The consultant conducted SESC inspections for 3601 Plainfield Road, Heritage Farms, Cornelis Road Interceptor, ANR Plano Subdivision Class Review, O'Brien Road, 8150 Schlapp Road, Go Pro, and 2025 Simons Drive, during the past reporting period on behalf of Kendall County. The table below provides a breakdown of the projects and the number of SESC inspections completed by the consultant in Year 3.

Construction Project	Date SESC Inspections Started	Ongoing Project or Project Completed	# of Inspections Completed in Year 3
3601 Plainfield Road	July 2022	Project Completed	1 inspection
Heritage Farms	May 2023	Project Completed	4 inspections
Cornelis Road Interceptor	May 2023	Ongoing	3 inspections
ANR Plano Subdivision Class Review	April 2023	Ongoing	8 inspections
O'Brien Road	October 2023	Ongoing	5 inspections
8150 Schlapp Road	February 2023	Ongoing	1 inspection
Go Pro	May 2022	Ongoing	8 inspections

2025 Simons Drive	June 2022	Ongoing	4 inspections
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D.2 Erosion and Sediment Control BMPs

Measurable Goals: Adoption of County ordinance amendments as developed.

The County outlines the Soil Erosion and Sediment Control requirements for construction sites in Article 3 of the Kendall County Stormwater Management Ordinance.

In Year 3, there were no updates to the Kendall County Stormwater Ordinance.

D.3 Other Waste Control Program

Measurable Goals: Adoption of County ordinance amendments as developed.

No amendments to the Other Waste Control Program were developed because none were needed this year.

D.4 Site Plan Review Procedures

Measurable Goals: Adoption of ordinance amendments as developed.

All construction projects are required to have a Soil Erosion and Sediment Control Plan in place prior to construction as stated in Sec. 301 of the Ordinance. The SESC Plan must be prepared in accordance with the requirements of the Ordinance as well as the standards and specifications contained in the most recent Illinois Urban Manual.

No amendments to the Site Plan Review Procedures were developed because none were needed this year.

D.6 Site Inspection/Enforcement Procedures

Measurable Goals: Review enforceable procedures for construction site inspections and update as necessary.

Construction site inspections are enforced under Sec. 303 and Sec. 304 of the Kendall County Stormwater Management Ordinance.

If a site is not in compliance with the Ordinance, the property owner has 7 days to correct the issue. If the issue is not corrected in that time frame, a Stop-Work Order will be issued, and the permit may be revoked.

The County will continue working with a consultant who will conduct SESC inspections at Kendall County constructions sites. The County will also continue to work with the Kendall County Soil & Water Conservation District to conduct stormwater inspections as needed.

D.7 Other Construction Site Runoff Controls

Measurable Goals: Soil Erosion and Sediment Control (SESC) inspections will be monitored and filed until final site acceptance by Kendall County.

Kendall County evaluates their Construction Site Runoff Control Program by monitoring and recording Construction Site Runoff Control compliance.

The County will continue working with a consultant who will conduct SESC inspections at Kendall County construction sites. The County will also continue to work with the Kendall County Soil & Water Conservation District to conduct stormwater inspections as needed.

E. Post-Construction Runoff Control

E.3 Long Term O&M Procedures

Measurable Goals: Review Kendall County Stormwater Management Ordinance and update and necessary.

Kendall County continues to monitor and enforce long term maintenance requirements of the Kendall County Stormwater Management Ordinance. No revisions were made in the past year.

E.5 Site Inspections During Construction

Measurable Goals: Implementing ordinance amendments, as necessary.

Kendall County continues to monitor and enforce soil erosion and sediment control requirements of the Kendall County Stormwater Management Ordinance under Sec. 303 and Sec. 304. No amendments were developed in the past year.

Kendall County will update the Kendall County Stormwater Management Ordinance to include enforcement procedures as necessary.

The County will continue working with a consultant who will conduct SESC inspections at Kendall County constructions sites until final stabilization is achieved.

E.7 Other Post-Construction Runoff Controls

Measurable Goals: Collaborate with other MS-4's in Kendall County and stakeholders, including the Kendall County Soil and Water Conservation District, to evaluate relevant flood control techniques to determine the potential effects due climate change.

The County will continue to provide an evaluation survey to get feedback about County programs.

F. Pollution Prevention/Good Housekeeping

F.1 Employee Training Program

Measurable Goals: Increased participation at workshops.

Kendall County provides links on the County website to EPA's websites about green infrastructure and climate change. They also have EPA information posted on the County website about NPDES and clean water. This information is available to County staff, townships, and the public. The Kendall County SWCD has developed a variety of training

materials which include presentations related to erosion and sediment control, best management practices, and associated regulations. These materials can be requested from the SWCD as needed.

Kendall County's Senior Planner and other county employees participated in several training workshops regarding floodplain management, Ordinance regulation, and NPDES methodology which were hosted by state agencies and private consultants throughout the year.

F.4 Municipal Operation Waste Disposal

Measurable Goals: Minimize the impact of County operations on stormwater runoff.

Kendall County continues to collect litter and track the amount of material collected. Kendall County collected 6.84 tons of garbage from within County Right-of-Way in Year 3. Kendall County continues to minimize the discharge of pollutants from vehicle washing by treating the wash water by collection in a sediment basin or using an inlet filter prior to discharge. The County continues to store building materials, building products, construction waste, trash, landscape materials, fertilizers, pesticides, herbicides, chemical storage tanks, deicing materials, detergents, and other materials to guard against exposure to precipitation and stormwater.

F.5 Flood Management/Assess Guidelines

Measurable Goals: Incorporate revised floodplain guidelines and DFIRMs by reference as necessary.

Kendall County's Senior Planner is a Certified Floodplain Manager. This certification will continue to help the County reach its goals listed in the Ordinance by providing the Senior Planner with knowledge to assess and deal with the issues of flooding and its damaging effects.

Kendall County did not revise the Kendall County Stormwater Management Ordinance to incorporate more floodplain guidelines and DFIRMs by reference in Year 3.

F.6 Other Municipal Operations Controls

Measurable Goals: Evaluation of programs as necessary.

Kendall County sent out an annual evaluation survey to all 9 townships within the County in Year 3 to get input on how they can continue to prevent stormwater pollution. Four townships completed the survey. The survey results are included at the end of this report in Appendix 1.

Part 3. Information and Data Collection Results

(Provide information and water quality sampling/monitoring data related to illicit discharge detection and elimination collected during the reporting period.)

There were no illicit discharge investigations during Year 3.

Part 4. Summary of Next Reporting Period Stormwater Activities

(Present a summary of the storm water activities you plan to undertake during the next reporting cycle, including and implementation schedule in the sections following the table.)

The table shown below summarizes the BMPs committed to for Year 4 of the NOI (March 2024-March 2025). Specific BMPs and measurable goals for Year 4 program development activities are presented in the sections following the table.

Note: **X** indicates BMPs committed to for Year 4 in NOI

A. Public Education and Outreach	
X	A.1 Distributed Paper Material
X	A.2 Speaking Engagement
	A.3 Public Service Announcement
X	A.4 Community Event
	A.5 Classroom Education Material
X	A.6 Other Public Education
B. Public Participation/Involvement	
	B.1 Public Panel
	B.2 Educational Volunteer
X	B.3 Stakeholder Meeting
	B.4 Public Hearing
	B.5 Volunteer Monitoring
	B.6 Program Coordination
X	B.7 Other Public Involvement
C. Illicit Discharge Detection and Elimination	
X	C.1 Storm Sewer Map Preparation
	C.2 Regulatory Control Program
X	C.3 Detection/Elimination Prioritization Plan
X	C.4 Illicit Discharge Tracing Procedures
X	C.5 Illicit Source Removal Procedures
X	C.6 Program Evaluation and Assessment
X	C.7 Visual Dry Weather Screening
	C.8 Pollutant Field Testing
	C.9 Public Notification
	C.10 Other Illicit Discharge Controls

D. Construction Site Runoff Control	
X	D.1 Regulatory Control Program
X	D.2 Erosion and Sediment Control BMPs
X	D.3 Other Waste Control Programs
X	D.4 Site Plan Review Procedures
	D.5 Public Information Handling Procedures
X	D.6 Site Inspection/Enforcement Procedures
X	D.7 Other Construction Site Runoff Controls
E. Post-Construction Runoff Control	
	E.1 Community Control Strategy
	E.2 Regulatory Control Program
X	E.3 Long-Term O&M Procedures
	E.4 Pre-Construction Review of BMP Designs
X	E.5 Site Inspections During Construction
	E.6 Post-Construction Inspections
X	E.7 Other Post-Construction Runoff Controls
F. Pollution Prevention/Good Housekeeping	
X	F.1 Employee Training Program
	F.2 Inspection and Maintenance Program
	F.3 Municipal Operations Storm Water Control
X	F.4 Municipal Operation Waste Disposal
X	F.5 Flood Management/Assess Guidelines
X	F.6 Other Municipal Operations Controls

A. Public Education and Outreach

A.1 Distributed Paper Material

Measurable Goals: Track number of people requesting to see the County's Plan on an annual basis.

Kendall County will maintain educational links on their website providing information on what residents can do to minimize and reduce stormwater runoff pollution, the benefits of green infrastructure and rain gardens, and the impacts of climate change. The County will add the Year 4 NPDES Annual Report and keep the new NOI posted on their website for public viewing. The County will track the number of people requesting and viewing the Stormwater Management Program Plan, the NOI, and Annual Reports in Year 4.

A.2 Speaking Engagement

Measurable Goals: Number of annual presentations.

The County will continue to work with the Kendall County Health Department and the Kendall County Soil and Water Conservation District to increase the number of presentations on BMPs.

A.4 Community Event

Measurable Goals: Increased interest and attendance in annual workshops/seminars.

Kendall County will work with the Kendall County Soil and Water Conservation (SWCD), the Forest Preserve District, and other County departments to co-sponsor workshops and seminars.

A.6 Other Public Education

Measurable Goals: Inquiries to linked websites on annual increase in hits to website.

Kendall County will maintain the current links on their website and track the number of views on the Kendall County NPDES webpage.

B. Public Participation/Involvement

B.3 Stakeholder Meetings

Measurable Goals: Hold an annual public meeting to establish positive dialogue.

The County is currently making an effort to establish a dialogue with local communities in the County to coordinate stormwater management efforts. Kendall County has completed the Stormwater Management Program Plan and will continue to maintain adherence to the plan. The County will hold an annual public meeting to provide input into the MS4 program and will comply with State and local public notice requirements when implementing public participation and involvement activities. The County will work to identify any environmental justice areas and include the public participation in these issues.

B.7 Other Public Involvement

Measurable Goals: Inquiries to linked websites and annual increase in hits to website.

The County will place new links and maintain current links on their website to the websites of local watershed committees and conservation groups to further promote public education. The County will track the number of views on the NPDES website and related links.

C. Illicit Discharge Detection and Elimination

C.1 Storm Sewer Map Preparation

Measurable Goals: Review storm sewer mapping annually.

Kendall County will continue field verifying locations of features in Year 4 and maintain mapping layer of storm sewer systems in GIS.

C.3 Detection/Elimination Prioritization Plan

Measurable Goals: Track number of illicit dischargers discovered and track removal process.

Kendall County will work with the Kendall County Health Department, the Kendall County Highway Department, and the townships to address illicit discharges and identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4.

C.4 Illicit Discharge Tracing Procedures

Measurable Goals: Track number of illicit dischargers discovered and track removal process annually.

Kendall County will address, identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4. The County will perform dry and wet weather monitoring as necessary.

C.5 Illicit Source Removal Procedures

Measurable Goals: Track number of illicit dischargers discovered and track removal process.

Kendall County will address, identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4. The County will issue notices to source of illicit discharge discovered under the tracing process for removal of discharge under the Kendall County Stormwater Management Ordinance with compliance dates.

C.6 Program Evaluation and Assessment

Measurable Goals: Annual evaluation surveys.

Kendall County will evaluate their Illicit Discharge Detection and Elimination Program by having participants fill out an evaluation for using a tool such as Survey Monkey TM.

C.7 Visual Dry Weather Screening

Measurable Goals: Track the number of illicit dischargers discovered and track removal process.

Kendall County will identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4. Kendall County will do periodic visual monitoring of outfalls during dry weather to determine non-stormwater discharges and their significance.

D. Construction Site Runoff Control

D.1 Regulatory Control Program

Measurable Goals: Implementation of the Kendall County Stormwater Ordinance.

Kendall County's Stormwater Management Ordinance includes revised regulations for stormwater management, plan reviews, and long-term maintenance. The County will continue implementation and compliance with the Stormwater Ordinance.

D.2 Erosion and Sediment Control BMPs

Measurable Goals: Adoption of ordinance amendments as developed.

Although the County currently has a Soil Erosion and Sediment Control (SESC) requirement within the Kendall County Stormwater Management Ordinance, the ordinance will be updated to incorporate additional BMPs and revisions to the Illinois Urban Manual as necessary.

D.3 Other Waste Control Program

Measurable Goals: Adoption of ordinance amendments as developed.

Although the County currently has a Soil Erosion and Sediment Control (SESC) requirement within the Kendall County Stormwater Management Ordinance, the ordinance will be updated to include regulations for waste control on construction sites as necessary.

D.4 Site Plan Review Procedures

Measurable Goals: Adoption of ordinance amendments as developed.

Although the County currently has a Soil Erosion and Sediment Control (SESC) requirement within the Kendall County Stormwater Management Ordinance, the ordinance will be updated to include enforcement procedures and a site inspection checklist as necessary.

D.6 Site Inspection/Enforcement Procedures

Measurable Goals: Review enforceable procedures for construction site inspections and update as necessary.

Although the County currently has a Soil Erosion and Sediment Control (SESC) requirement within the Kendall County Stormwater Management Ordinance, the ordinance will be

updated to include revised enforcement procedures and a site inspection checklist as necessary.

D.7 Other Construction Site Runoff Controls

Measurable Goals: Soil Erosion and Sediment Control (SESC) inspections will be monitored and filed until final site acceptance by Kendall County.

Kendall County will document and enforce SESC requirements in the Kendall County Stormwater Management Ordinance.

The County will continue working with a consultant who will conduct SESC inspections at Kendall County construction sites. The County will also continue to work with the Kendall County Soil & Water Conservation District to conduct stormwater inspections.

E. Post-Construction Runoff Control

E.3 Long-Term O&M Procedures

Measurable Goals: Review Kendall County Stormwater Management Ordinance and update as necessary.

The Kendall County Stormwater Management Ordinance will include revised regulations for long term maintenance that will be updated as necessary. The County will monitor and enforce long term maintenance requirements of the Kendall County Stormwater Management Ordinance.

E.5 Site Inspections During Construction

Measurable Goals: Implementing ordinance amendments, as necessary.

Although the County currently has a Soil Erosion and Sediment Control (SESC) requirement within the Kendall County Stormwater Management Ordinance, the ordinance will be updated to include revised enforcement procedures and a site inspection checklist, as necessary.

The County will continue working with a consultant who will conduct SESC inspections at Kendall County construction sites until final stabilization is achieved.

E.7 Other Post-Construction Runoff Controls

Measurable Goals: The County will evaluate relevant flood control techniques to determine the potential effects due to climate change.

Kendall County will collaborate with other MS4's in Kendall County and stakeholders, including the Kendall County Soil and Water Conservation District, to evaluate relevant flood control techniques to determine the potential effects due to climate change. In Year 4, the County will begin implementing strategies created by the collaboration effort.

F. Pollution Prevention/Good Housekeeping

F.1 Employee Training Program

Measurable Goals: Increased participation at workshops.

The Health, PBZ, SWCD, and Highway Department personnel will participate in annual training programs, as available funding and opportunities allow. Training for County Staff and contractors on methods to prevent and reduce discharge of pollutants to the maximum extent practicable will be offered, as necessary. Training materials will be available to County Staff from the EPA and the State regarding prevention and reduction of stormwater pollution from activities such as park and open space maintenance, fleet and building maintenance and deicing practices. In addition, training materials that explain how flood management projects impact water quality, non-point source pollution control, green infrastructure controls, and aquatic habitat will be made available to employees upon request by employees.

F.4 Municipal Operation Waste Disposal

Measurable Goals: Minimize the impact of County operations on stormwater run-off.

In order to minimize the impact of County operations on stormwater run-off, the following actions will be taken:

- The Highway Department will continue to collect litter from County highways and track the amount of material collected and disposed.
- The County will minimize discharge of pollutants from County owned vehicle washing by treating the wash water by collection in a sediment basin or using an inlet filter prior to discharge.
- The County will properly store County-owned building materials, building products, construction waste, trash, landscape materials, fertilizers, pesticides, herbicides, chemical storage tanks, deicing materials, detergents, and other materials to guard against exposure to precipitation and stormwater.
- The County has procedures in place to respond to spills and leaks to prevent exposure to stormwater infrastructure on County-owned property.
- The County will perform inspections to maintain the integrity of the County owned stormwater systems.
- The County will continue to store deicing material in the permanent Kendall County Highway Department salt storage facility.

F.5 Flood Management/Assess Guidelines

Measurable Goals: Incorporate revised floodplain guidelines and DFIRMS by reference, as necessary.

Kendall County will incorporate the revised floodplain guidelines and DFIRMS from FEMA in the Kendall County Stormwater Management Ordinance to assist with flood related issues, as necessary.

F.6 Other Municipal Operations Controls

Measurable Goals: Evaluation of program as necessary.

Kendall County will continue to evaluate their Pollution Prevention/Good Housekeeping

program, as necessary.

Part 5. Notice of Qualifying Local Program

Kendall County does not rely on any other government entity to satisfy permit obligations.

Part 6. Construction Projects Conducted During Year 3

(Provide a list of construction projects your entity has paid for during the reporting period)

Construction Project	Description
Eldamain Road Extension	Construct ±3.5 miles of concrete pavement and a 1,557' bridge over the Fox River. Section No. 19-00153-00-BR
Ridge Road Reconstruction - Theodore St to Caton Farm Rd	Add southbound lane with CC&G, install traffic signals and street lighting. Section No. 19-00149-00-PW
Ridge Road - U.S. Route 52 Intersection Improvement	Install turning lanes and traffic signals. Section No. 19-00152-00-TL
Collins Road Extension	construct ±3.5 miles of concrete pavement and a 1,557' bridge over the Fox River. Section No. 19-00154-00-FP
Galena Road -Kennedy Road Intersection	Install turning lanes and traffic signals. Section No. 20-00159-00-TL
Ridge Road - Holt Road Intersection	Install traffic signals. Section No. 21-00163-00-TL
Ridge Road - 143rd St. Intersection	Install turning lanes and traffic signals. Section No. 21-00164-00-TL
Galena Road - Cannonball Trail Intersection	Install turning lanes and traffic signals. Section No. 22-00169-00-TL
County-Wide Recessed Pavement Markings and Markers	Fox River Drive & Eldamain Road. Section No. 23-00000-00-GM
Lisbon Road	Hot Mix Asphalt Resurfacing. Section No. 23-00000-01-GM
Orchard Road	Hot Mix Asphalt Resurfacing. Section No. 23-00000-02-GM
Plainfield Road - Woolley Road Intersection	Install traffic signals. Section No. 23-00172-00-TL

APPENDIX 1

2023 NPDES ANNUAL EVALUATION SURVEY RESPONSES

NPDES Annual Evaluation Survey Questions
Kendall County

Public Education and Outreach

1. What topics are you interested in learning more about that the County could provide information on for the public? Please rank the following list from 1 to 3 with 1 being most interested and 3 being least interested.
 - A. How to properly store and dispose of common household products such as fuel, oil, paint, etc. 1-Kendall and Little Rock 2-Lisbon
 - B. How to incorporate green infrastructure such as rain gardens, rain barrels, or permeable pavement onto my property to improve rainwater runoff. 2-Kendall Lisbon, and Little Rock
 - C. How to compost to reduce the amount of waste my household generates. 1-Oswego 2-Lisbon 3- Kendall and Little Rock
2. Do you utilize the stormwater information listed on the County's website at <https://www.kendallcountyil.gov/departments/planning-building-zoning/npdes?>
 - A. Yes (1) Kendall
 - B. No (3) Lisbon, Little Rock, and Oswego
3. Do you find the stormwater information listed on the County's website helpful?
 - A. Yes (1) Kendall
 - B. No
 - C. Do not utilize information on County Website (3) Lisbon, Little Rock, and Oswego

Public Participation/Involvement

1. Do you think the County offers enough volunteer opportunities for members of the community?
 - A. Yes (1) Kendall
 - B. No
 - C. Not familiar with County volunteer opportunities (3) Lisbon, Little Rock, and Oswego
2. Do you utilize the volunteer opportunities information listed on the County's website at <https://www.kendallcountyil.gov/departments/administration-services/volunteer-opportunities?>
 - A. Yes (1) Kendall
 - B. No (3) Lisbon, Little Rock, and Oswego
3. Do you find the volunteer opportunities information listed on the County's website helpful?
 - A. Yes (1) Kendall
 - B. No (1) Little Rock

- C. Not familiar with County volunteer opportunities (2) Lisbon and Oswego
4. What volunteer opportunities would you be interested in in participating in in the future?
Please rank the following list from 1 to 3 with 1 being most interested and 3 being least interested.
- A. River clean-up 3-Kendall and Lisbon
 - B. Electronic recycling 1-Kendall, Lisbon, and Oswego
 - C. Household waste (fuel, oil, paint, etc.) recycling 1-Oswego 2-Kendall and Lisbon
- No Response (1)-Little Rock

Illicit Discharge Detection & Elimination

1. If an illicit discharge is identified by a Township staff member or reported to the Township office, do you work with the County to get it removed?
 - A. Yes (1) Little Rock
 - B. No
 - C. Have not identified illicit discharge. (3) Kendall, Lisbon, and Oswego
 2. Do you feel the County is doing a sufficient job in identifying, tracking, and removing illicit discharges and non-stormwater discharges that are significant polluters within the County?
 - A. Yes
 - B. No (1) Oswego
 - C. There have not been illicit discharges identified within my Township. (3) Kendall, Lisbon, and Little Rock
 3. What can the County do to better identify and track illicit discharges?
 - A. Perform more visual inspections at outfalls throughout the County.
 - B. Once an illicit discharge is identified perform more grab samples downstream of the location. (1) Kendall
 - C. Both of the above. (2) Lisbon and Little Rock
 - D. None of the above.
 - E. Other:
(1) Not Sure-Oswego
-

Construction and Post-Construction Runoff Control

1. Do you feel that the County does an adequate job inspecting soil erosion and sediment control on construction sites within your township?
 - A. Yes (3) Kendall, Lisbon, and Little Rock
 - B. No
 - C. There have not been construction projects within my Township during the past year. (1) Oswego

2. What can the County do to better monitor soil erosion and sediment control issues on construction sites? N/A-Lisbon and Little Rock

Existing permitting process seems to be well administered. Spot checks during other inspection process-Kendall

Pollution Prevention/Good Housekeeping

1. Do you have a clear understanding of “Good Housekeeping” under the NPDES regulation?
 - A. Yes (1) Kendall
 - B. No (3) Lisbon, Little Rock, and Oswego
 2. Do you feel you have adequate resources for training of your staff members to keep them informed on stormwater pollution prevention practices?
 - A. Yes (2) Kendall and Little Rock
 - B. No (2) Lisbon and OswegoIf No, what resources would you like to have available? N/A-Lisbon
-
-

3. Do you feel the County is taking necessary measures to mitigate flooding throughout the County?
 - A. Yes (3) Kendall, Lisbon, and Little Rock
 - B. No (1) Oswego

General comments or questions regarding Stormwater Management and/or NPDES requirements:

Feel information on the site is somewhat dated and updating with more dynamic links could be beneficial (perhaps as part of Hazard Mitigation Exercise) would be good. Increase visibility as information would be helpful as well. -Kendall

Name of Person Completing Survey (Optional): _____

Responding Townships:

Lisbon (Lisbon Township Board)

Kendall (Steve Grebner)

Little Rock (Jo Ann Gryder and Dick Wade)

Oswego

APPENDIX 2

CONTINUING EDUCATION CERTIFICATES

Association of State Floodplain Managers

8301 Excelsior Drive
Madison, WI 53717

CONTINUING EDUCATION CREDIT TRANSCRIPT

CERTIFIED FLOODPLAIN MANAGER

Matthew H. Asselmeier

US
(630) 553-4139



DATE EARNED	EXPIRATION DATE	HOURS	TYPE	PROVIDER	VERIFIED	NOTES
3/1/2024		1.00	Pre-approved Course	ASFPM	True	JTA Validation Survey
11/14/2023		1.00	Virtual Learning (with learning check)	Chapter	True	IL V & Violations
7/26/2023		1.00	Virtual Learning (with learning check)	Federal Other	True	web-Map Changes & Potential Violations
5/31/2023		1.00	Virtual Learning (with learning check)	Federal Other	True	web-NFIP Compliance
5/18/2023	7/31/2024	1.50	Virtual Learning (with learning check)		True	PIE Webinar: The Only Constant is Change May 2023
3/31/2023	7/31/2024	10.00	Conference / Workshop		True	IAFSM Conference 2023
3/29/2023		1.00	Conference / Workshop	FEMA/EMI	True	web-FEMA SI/SD
10/26/2022	7/31/2024	1.00	Pre-approved Course	FEMA/EMI	True	web-Higher Standards
9/28/2022	7/31/2024	1.00	Pre-approved Course	Chapter	True	Resolving Violations



Office of Water Resources – State Floodplain Management Program

Certificate of Training

A handwritten signature in black ink, appearing to read "Matthew Anderson", written over a horizontal line.

attended the training course:

Enforcing Your Ordinance, Variances, and Violations

Conducted by: Marilyn Sucoe, P.E., CFM, NE IL Floodplain Program Coordinator and

Location: Virtual

Date: November 14, 2023

Duration 1.0 hour

CEC Credits: 1.0

PDH Credits: 1.0



Office of Water Resources – State Floodplain Management Program

Certificate of Training

Roger Bonuchi

attended the training course:

NFIP 101 – Virtual training

Conducted by: Marilyn Sucoe, P.E., CFM, NE IL Floodplain Program Coordinator; Erin Conley, CFM, Illinois NFIP State Coordinator; Michelle Staff, CFM, FEMA Region V Floodplain Management Specialist; James Sink, FEMA Region 5 Regional Flood Insurance Liaison; Christopher Hanstad, P.E., CFM, Senior Hydraulic Engineer Illinois State Water Survey

Location: Virtual

Date: January 23, 2024

Duration 7.0 hour

CEC Credits: 7.0

PDH Credits: 7.0



Office of Water Resources – State Floodplain Management Program

Certificate of Training

Vernon Fatima

attended the training course:

NFIP 101 – Virtual training

Conducted by: Marilyn Sucoe, P.E., CFM, NE IL Floodplain Program Coordinator; Erin Conley, CFM, Illinois NFIP State Coordinator; Michelle Staff, CFM, FEMA Region V Floodplain Management Specialist; James Sink, FEMA Region 5 Regional Flood Insurance Liaison; Christopher Hanstad, P.E., CFM, Senior Hydraulic Engineer Illinois State Water Survey

Location: Virtual

Date: January 23, 2024

Duration 7.0 hour

CEC Credits: 7.0

PDH Credits: 7.0



Office of Water Resources – State Floodplain Management Program

Certificate of Training

Pam Herber

attended the training course:

NFIP 101 – Virtual training

Conducted by: Marilyn Sucoe, P.E., CFM, NE IL Floodplain Program Coordinator; Erin Conley, CFM, Illinois NFIP State Coordinator; Michelle Staff, CFM, FEMA Region V Floodplain Management Specialist; James Sink, FEMA Region 5 Regional Flood Insurance Liaison; Christopher Hanstad, P.E., CFM, Senior Hydraulic Engineer Illinois State Water Survey

Location: Virtual

Date: January 23, 2024

Duration 7.0 hour

CEC Credits: 7.0

PDH Credits: 7.0

Certificate of Attendance

This is to certify the attendance of:

Matthew Asselmeier

At the training course:

The Only Constant is Change: Hazard Mitigation Updates

May 18, 2023

1.5 CECs for CFMs

Chad Berginnis

Chad Berginnis, Executive Director



Kevin Currie

Kevin Currie, Training Coordinator



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 5/21/2024
Subject: Phase 1 April Monthly Report and Contingency Reduction 8A & 8B
Prepared by: Dan Polvere, Facilities Director
Department: Facilities

Action Requested: Review & Approve Phase 1 Contingency Reduction 8A and 8B

Board/Committee Review: Committee of the Whole

Fiscal impact: \$17,348 Reduction of Phase 1 Contingency

Background and Discussion:

County Office Building #2 (802 S. Main Street) is on target to be completed by June 3rd. Cordogan Clark's detailed report of April progress is attached.

Contingency reduction 8A includes costs for expanding the current intrusion panel to support panic pull stations.

Contingency reduction 8B includes 1) costs to protect new carpeting/surfaces & safety fencing, 2) survey of east parking lot elevations for A/E, and 3) cost to sandblast and apply two coats of powder coating finish to ramp handrails.

The total request for Contingency Reduction 8A & 8B is \$17,348, with revised contract amounts as follows:

- Lite Construction: \$2,181,793 (\$4,812 increase)
- Merit Corp: \$ 1,511 (\$1,511 increase)
- O'Malley Welding: \$ 21,280 (\$4,480 increase)

The current available contingency is \$136,103.

Staff Recommendation: Approve Contingency Reduction 8A & 8B.

Attachments:

- Cordogan Clark April Monthly Report
- Contingency Reduction 8A & 8B

CONTINGENCY REDUCTION

Owner: ☐
Architect: ☐
Construction Manager: ☐
Contractor: ☐
Field: ☐

PROJECT: Phase One New Office Building

CONTINGENCY REDUCTION #: CR-007

CLIENT: Kendall County
111 W. Fox Street
Yorkville, IL 60560

DATE: 4/2/2024
CONTRACT DATE:
PROJECT #: 221071

CONSTRUCTION

MANAGER: Cordogan Clark Consulting Services
960 Ridgeway Avenue
Aurora, IL 60506

The Contract is changed as follows:

2. CSN Electric

Sound Inc - Expanding on the current Intrusion Panel that is supporting the Panic Pull Stations. \$6,545.00
New Contract Amount: \$1,005,178

SUB-TOTAL FOR CONTINGENCY REDUCTION: \$6,545.00

The Original Contingency was:	\$505,200.00
Net Change by previously authorized Contingency Reductions:	\$351,749.00
The Contingency prior to this reduction was:	\$153,451.00
The Contingency will be decreased by this reduction in the amount of:	\$6,545.00
The new Contingency with this reduction will be:	\$146,906.00
The Contract Time will be increased by:	(0) days
The date of Substantial Completion as of the date of this Contingency Reduction, therefore is:	<u>unchanged.</u>

NOTE: This Contingency Reduction does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until cost and time have been agreed by both the Owner, Contractor & Construction Manager, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER & OWNER.

CONSTRUCTION MANAGER:

Cordogan Clark Consulting Services, Inc.
960 Ridgeway Avenue
Aurora, IL 60505

By: _____

Date: _____

OWNER:

Kendall County
111 W. Fox Street
Yorkville, IL 60560

By: _____

Date: _____



1550 Shore Road, Naperville, IL 60563 Phone: 630.369.2900 Fax: 630.369.1211

Change Order #1

Date: April 11, 2024

Project: Kendall County Clerk Building #2 Project

Subject: Intrusion System add on with Seven Motion Detectors to cover the interior of the building.

Architect's Project No: CORDOGAN CLARK & ASSOCIATES, INC. Project# 22-1071

Drawings: Addendum NO2 Dated 5-18-2023 Prints E1.2 & E1.3 Dated 4-26-2023.

Submitted By: Donald Danko
Senior Account Executive - Security

Current Contact to Date.....\$92,895.00

Change Order #1:

Expanding on the current Intrusion Panel that is supporting the Panic Pull Stations.

Intrusion System Cost.....\$6,545.00

Total Cost for Above Systems

<u>\$99,440.00</u>



1550 Shore Road, Naperville, IL 60563 Phone: 630.369.2900 Fax: 630.369.1211

Change Order #1

Warranty

The equipment furnished and installed by Sound Inc. under this proposal shall be warranted for one (1) year.

Clarifications

Sound Incorporated is complying with the intent of the security bid package. The following are Clarification points to be addressed to assume proposal as a complete package.

- All work to be completed during normal business hours (7:00AM to 3:30PM, Monday thru Friday excluding holidays)
- Please allow 4-5 weeks for equipment, engineering, scheduling and coordination.
- Sound Inc. will need free access to all areas related to the work.
- The proposal does not include any raceway, conduit, sleeves, coring, electrical conduit back boxes or 120 VAC power, where required.
- Electric Strike, Electrified locking hardware, Electrified Panic hardware, Door Operators and Overhead Doors are to be provided by others.
- Equipment Racks in IDF by others.
- All painting and patching, if required, done by others.
- All card reader data entry by others.
- All issuance of badges by others.
- Badge Design to be done by others.
- Fire Alarm contractor is to supply us the necessary points to interface the security system with the fire alarm system. These points must be provided at our panel locations.
- Owner to provide all the necessary IP addresses for the network devices.
- POE Network Switch's and Patch Panels to be provided by others.
- All Servers, PCs require a minimum of Microsoft Windows 10 operating system.
- Virtual computer configurations are not supported by proposed software.
- Should any existing equipment, or communications media (i.e. cables, fiber optics, etc.) be used on this contract Sound Incorporated does not warrant the operation of said equipment, and as such should any faults be found with existing equipment we reserve the right to make additional charges to rectify such faults. All such faults will be reported to the client prior to rectification.
- Due to the volatile market, this proposal can only be valid for a maximum of sixty days and may be subject to cost adjustment resulting from manufacture component shortages, international production crises, market equipment values, etc....
- Sound Incorporated requires that we need to receive all drawings in AutoCAD form, at no additional charge, for us to be able to provide submittals and as-builts on a timely basis.
- Owner to provide us with a list of contacts, phone numbers and e-mail addresses for the individuals that will be involved in the project and training session. One up to two-hour training class has been allocated. Any supplemental training will require additional cost, of which is not included in this proposal.

Change Order #1

Terms

Monthly progress payments in accordance with agreed upon draw dates for work/material staged as well as work in progress. Payable net 30 days. (Other trade delinquency on completion will not affect our final payment) For payment via credit card a 3% handling charge will be assessed.

TERMS AND CONDITIONS

1. Creation of a Security Interest.
Until such time as Buyer has paid the agreed purchase price, Seller hereby retains, and Buyer hereby grants a purchase money security interest in the described equipment. In connection therewith, Buyer agrees to execute all instruments (including financing statements) deemed necessary by Seller under applicable law to establish, maintain and continue perfected Seller's purchase money security interest in the equipment or otherwise protect its rights in and to said equipment. Buyer hereby authorizes Seller as its attorney-in-fact to execute and file, on Buyer's behalf, any such UCC Financing Statement.
2. Limitation and Exclusion of Warranties.
Seller Hereby warrants the described equipment against defective parts for a period of one (1) year from the date of installation and warrants that the installation of said equipment shall be performed in a workmanlike manner. Buyer's exclusive remedy under these warranties shall be the repair and replacement by Seller at Seller's expense of nonconforming equipment of parts thereof.
The Warranty does not extend to any equipment which has been (1) subject to misuse, neglect, accident or abuse, (b) damaged by acts of God, exposure to elements of weather, inadequate or surplus utility power, power surges, insufficient heating/ventilating/air conditioning (HVAC), HVAC failure or causes other than ordinary use (It is the buyer's responsibility to regulate and filter any and all necessary power requirements and to supply and maintain a static free environment to insure system integrity), (c) wired, repaired or altered by anyone other than Seller without Seller's express and prior approval, (d) improperly installed by someone other than Seller, its subcontractors or affiliates, (e) used in violation of instructions furnished by Seller. In no event shall Seller be liable for consequential or incidental damages arising out of a breach of any warranty or any other provision contained herein. Seller may suspend warranty work if the purchase price is not paid in full when due and shall not be required to recommence warranty work until all obligations of Buyer under this Agreement are satisfied in full; provided, however, that nothing hereunder shall extend in the warranty period beyond one (1) year from the date of installation.
THIS WARRANTY IS THE ONLY WARRANTY GIVEN BY SELLER, AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.
3. Waiver, Amendment, Notice, Termination.
Any waiver of rights hereunder or any amendment or requirement of notice or termination hereof shall not be effective unless made in writing and signed by the party against whom such waiver, amendment, notice or termination is sought to be enforced.
4. Risk of Loss.
Upon identification of the described equipment to the contract, Buyer shall bear the risk of loss and it shall remain on Buyer regardless of any breach by Seller of any provisions hereof.
5. Tax Obligation.
Buyer will pay promptly when due all taxes, assessments and other charges levied or assessed by any governments or governmental agency upon the sale of the described equipment.
6. Assignment.
Buyer may not delegate its performance or assign its rights under this Agreement except upon the express written consent of Seller which consent may be withheld in Seller's sole discretion.
7. Benefit.
This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by, each of the parties hereto, its successors and assigns.
8. Limitation of Liability
Client understands that: a) Sound is not an insurer of Client's property or the personal safety of persons at said location b) Client will provide any insurance on said location and its contents c) the amount Client pays to Sound is based solely on the value of the system and service Sound provides and not on the value of Client's location or its contents d) security systems, alarm systems and Sound monitoring may not always operate properly for various reasons e) it is difficult to determine in advance the value of Client's property that might be lost, stolen or destroyed if the system or Sound service fails to operate properly f) it is difficult to determine how fast the police; fire department or others would respond to an alarm signal g) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by Sound's failure to perform, negligence, or a failure of the system.
Therefore, Client agrees that, even if a court decided that a failure of the system, Sound's negligence, monitoring, repair or service caused or allowed any harm of damage, whether property damage, personal injury or death to Client or anyone at Client's location, Sound's liability shall be limited to six (6) times the monthly service fee, and this shall be Client's only remedy, regardless of what legal theory is used to determine that Sound was liable for the injury of loss.
9. Third Party Indemnification and Subrogation
If anyone other than Client asks Sound to pay for any harm and/or damages, including property damage, personal injury or death, connected with or resulting from a) a failure of the security/alarm services b) Sound's negligence c) any other improper or careless activity of Sound in providing the system or services or d) a claim for indemnification or contribution,



Change Order #1

1550 Shore Road, Naperville, IL 60563 Phone: 630.369.2900 Fax: 630.369.1211

Client will repay to Sound any amount which a court orders Sound to pay or which Sound reasonably agrees to pay and amount of Sound's reasonable attorney's fees and any other losses and costs that Sound may incur in connection with the harm and/or damages. Client's obligation to repay Sound for such harm and/or damages shall not apply if the harm and/or damages occurs while one of Sound's employees or subcontractors is in or about said location, and such harm and/or damages is solely caused by the employee or subcontractor. Unless prohibited by Client's insurance policy, Client agrees to release Sound from any claims of parties suing through Client's authority or in Client's name, such as Client's insurance company, and Client agrees to defend Sound against such claim. Client will notify its insurance company of this release.

10. Construction
This writing constitutes the final expression of the agreement between the parties and is intended as a complete statement of the terms of the agreement. No course of prior dealings between the parties and no trade usage shall be relevant to supplement or explain any term used in this Agreement. This Agreement has been finally accepted in the State of Illinois and shall be governed by the laws of the State of Illinois including the Uniform Commercial Code and its amendments as effective in the State of Illinois.
11. Attorney's Fees/Interest
Buyer shall pay to Seller all attorney's fees, court costs, and all other expenses which may be incurred by Seller in enforcing, or attempting to enforce, any of its rights under this Agreement, or against any guarantors hereof, or with respect to any matters connected with the subject matter hereof.
12. Interest/Late Charges
Buyer agrees to pay 1 ½% per month FINANCE CHARGE (18% PER ANNUM) if the purchase price it is not paid in full when due.
13. Severability
This Agreement and all provisions hereof are intended to be severable, and this Agreement shall remain enforceable in the event any provision thereof is declared invalid.
14. Authority
Buyer represents, covenants and warrants to Seller that Buyer has corporate or other power to make and perform this Sales Agreement and that the making and performance of the Sales Agreement by Buyer, and the financing hereunder, have been duly authorized by all necessary corporate or other action of the Buyer and will not violate any provision of law or of its Articles of Incorporation or By Laws, Articles of Organization, Certificate of Formation or other charter, or Operating Agreement or result in the breach of any agreement to which Buyer is a party or by which it is bound.

Sound Incorporated is licensed by the State of Illinois to act as a private alarm contractor. All Sound employees involved in the engineering, design, sale, installation, documentation and maintenance of the proposed system hold Permanent Employee Registration Cards (PERC) as required by the state (225 ILCS 446/80).

Respectfully submitted by: Donald Danko
Donald Danko
Senior Account Executive - Security

Acceptance of Proposal: The above specifications, terms and conditions are satisfactory.
You are authorized to do the work as specified

Buyer's Acceptance:

Sound Incorporated's Acceptance:

Accepted by: _____
(Printed name)

Accepted by: _____
(Printed name)

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____ at Naperville, IL.

CONTINGENCY REDUCTION

Owner: ☐
Architect: ☐
Construction Manager: ☐
Contractor: ☐
Field: ☐

PROJECT: Phase One New Office Building

CONTINGENCY REDUCTION #: CR-008B

CLIENT: Kendall County
111 W. Fox Street
Yorkville, IL 60560

DATE: 5/10/2024
CONTRACT DATE:
PROJECT #: 221071

CONSTRUCTION

MANAGER: Cordogan Clark Consulting Services
960 Ridgeway Avenue
Aurora, IL 60506

The Contract is changed as follows:

1. Lite Construction

Floor covering to protect the new carpeting and surfaces.	\$2,618.00
Provide material and labor for 6 feet of fencing at the top of ramp for safety.	\$2,194.00
New Contract Amount: \$2,181,793.	

2. MeritCorp

East parking lot elevations needed for the engineer & architect.	\$1,511.00
New Contract Amount: \$1,511.	

3. O'Malley Welding and Fabricating

Addition of sandblasting with 2 coats of powder coating finish.	\$4,480.00
New Contract Amount: \$21,280.	

SUB-TOTAL FOR CONTINGENCY REDUCTION: \$10,803.00

The Original Contingency was:	\$505,200.00
Net Change by previously authorized Contingency Reductions:	\$358,294.00
The Contingency prior to this reduction was:	\$146,906.00
The Contingency will be decreased by this reduction in the amount of:	\$10,803.00
The new Contingency with this reduction will be:	\$136,103.00
The Contract Time will be increased by:	(0) days
The date of Substantial Completion as of the date of this Contingency Reduction, therefore is:	<u>unchanged.</u>

NOTE: This Contingency Reduction does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until cost and time have been agreed by both the Owner, Contractor & Construction Manager, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER & OWNER.

CONSTRUCTION MANAGER:

Cordogan Clark Consulting Services, Inc.
960 Ridgeway Avenue
Aurora, IL 60505

By: _____

Date: _____

OWNER:

Kendall County
111 W. Fox Street
Yorkville, IL 60560

By: _____

Date: _____



Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 5/21/2024

Subject: KAT Social Services

Prepared by: Jennifer Breault, PCOM

Department: Administration

Action Requested:

Approval of agreement between Kendall Township and County of Kendall (KAT Services)

Board/Committee Review:

5/15/24 Economic Development and Administration: Motion to Forward to County Board

Fiscal impact:

N/A

Background and Discussion:

Contract to pay \$500 annually for 3 years. Terms of the agreement is from 9/1/23-8/31/24. These are for the Kendall Area Transit Services in Kendall Township.

Staff Recommendation:

Approval of Agreement

Attachments:

Kendall Township Contract

KENDALL TOWNSHIP
CONTRACT FOR SOCIAL SERVICES
WITH THE COUNTY OF KENDALL, ILLINOIS

This Social Services Contract ("Contract") is made and entered into this 19th day of September, 2023, by and between Kendall Township (hereinafter "Township"), an Illinois township organized and operating pursuant to the Illinois Constitution and the Illinois Township Code (60 ILCS 1/1-1 *et seq.*), and the County of Kendall, Illinois (hereinafter "County"), a unit of local government, for the provision of transportation services to residents of the Township.

WHEREAS, the County, through its independent contractor, Voluntary Action Center of DeKalb County, currently operates a transit system commonly known as Kendall Area Transit ("KAT");

WHEREAS, it is the understanding of the parties that all transportation services to be provided by the County pursuant to this Contract will be through KAT, which is operated by Voluntary Action Center of DeKalb County;

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Township agrees to accept, and the County agrees to provide services pursuant to the following terms and conditions:

1. The County agrees to provide Township residents with the following described services ("Contract Services"):

To provide curb-to-curb and door-to-door transportation services for Kendall Township residents.

2. **Term.** The term of this Contract ("Contract Term" or "Term") shall be for a period of one year, commencing September 1, 2023 and ending August 31, 2024. The Term shall not exceed a year, unless otherwise renewed, terminated, or revoked as provided in this Contract. Any funds not disbursed by such date shall lapse.

3. **Payment for Services.** The Township agrees to pay the County the aggregate sum of \$500 ("Contract Payment") in exchange for Contract Services provided under this Contract. The Township shall pay to the County this sum pursuant to the following payment schedule:

☒ One lump sum payment to be paid on or before October 1, 2023.

☐ Four (4) equal quarterly payments for one fourth of the contract payment sum to be paid in July, October, January, and April. Payment is contingent upon the satisfactory performance of the terms of this Contract. Whether or not services are "satisfactory" shall be determined by the sole discretion of the Kendall Township Board.

4. **Services to Residents.** The County shall use the Contract Payment solely to provide Contract Services to residents of Kendall Township. The Township reserves the right to request documentation from the County that payment hereunder has been used to benefit Kendall Township residents.

5. **Ordinary and Necessary Maintenance and Operating Expenses.** The County shall use the Contract Payment for ordinary and necessary maintenance and operating expenses of the County. The Contract shall not be used for capital expenditures of the County.

6. **Existence for One Year.** The County represents to the Township that it will have been in existence for at least one (1) year as of the date this Agreement is executed. If not, the Township will not tender the County any portion of the Contract Payment until the County has been in existence for at least one (1) year.

7. **Services for Developmental Disabilities.** If the County is providing services for the benefit of Kendall Township residents who are persons with a developmental disability, the County hereby agrees that said services shall only be provided to such Kendall Township residents who are not eligible, to the County's knowledge, to participate in any program conducted under Article XIV of the School Code. "Developmental disability" shall include mental retardation.

8. **No Discrimination.** No person shall be excluded from participation in, denied benefits of, or be subjected to discrimination under any program, service, facility, or activity, offered or provided by the County on the grounds of race, color, national origin, sex, age, religion, disability or any other protected classification under federal, state or local laws.

9. **No Political Expenditures.** The County shall not expend any of the funds provided, directly or indirectly, under this Contract for any partisan political activity, or to further the election or defeat of any candidate for any office, or for lobbying or propaganda purposes designed to support or defeat any legislation, either pending or proposed, before any government body.

10. **Examination of Records.** The County shall, at any reasonable time during normal business hours, and so often as may be deemed necessary by the Township, make available to the Township for examination all of its books, records, lists, statements and any other written data or documents relating to the provision of services under this Agreement, which are not otherwise protected by privilege or other protective doctrine, and shall permit the Township or its designated representatives to audit and inspect all such documents except that confidential client-related documents may only be examined by the Township as provided by federal and state law.

11. **Reporting Requirements.** The County agrees to provide the following to the Township:

- A. An annual statement or report setting forth the services rendered, and programs provided for Kendall Township residents along with the associated costs to provide such services and programs.
- B. At such times and in such forms as the Township may require, any other statements, records, reports, data, or information pertaining to matters covered by this agreement. Information relating to personal, medical, and financial data will be treated as confidential.

12. **Assignment.** This Contract is not assignable.

13. **Indemnification.** To the extent permitted by law, County will indemnify and hold harmless, protect and defend, at its own cost and expense, Kendall Township, its property, officers, agents, employees, assigns, successors, transferees, licensees, invitees, or other persons or property standing in the interest of Kendall Township, from any and all risks, suits, actions, damages, expenses, including reasonable attorneys' fees, or claims due to any acts or omission of the County.

14. **Termination.** Kendall Township shall have the right to terminate this Agreement at any time after providing ten (10) days written notice of termination to County, if it determines that the County has not met any of its obligations under this Contract, or has made any false or misleading representations to Kendall Township, provided that prior to a termination based on the County's failure to meet its obligations, the Township shall give the County ten (10) days written notice describing the obligations that have not been met. County shall have ten (10) business days from its receipt of the notice to meet its obligations, and, if met within the prescribed time, this Contract shall remain in force, except that Kendall Township shall have the right to terminate this Contract immediately, without written notice or providing the County an opportunity to cure, in the event of fraud or misuse of contract funds.

15. **Reimbursement of Funds.** If the County has expended any funds received from Township in violation of this Contract, or in violation of any statute, Rule or Regulation, Code provision or case law decision, the County shall reimburse Township for such funds and, to the extent permitted by law, shall indemnify and hold Township harmless against any claims, demands, costs, expenses or fees of any nature whatsoever arising out of or relating to such acts or omissions on the part of the Recipient.

16. **Notification.**

All notices to Kendall Township shall be addressed as follows:

Kendall Township
Attn: Township Supervisor
9925 B Route 47
Yorkville, IL 60560

with a copy to:

TOWNSHIP ATTORNEY
ANCEL, GLINK, P.C.
Attn: Keri-Lyn J. Krafthefer
1949 N. Mill Street, #207,
Naperville, IL 60563
Phone: (312) 604-9126
Email: kkrafthefer@ancelglink.com
Fax: (312) 782-0943

All notices to the County of Kendall, Illinois shall be addressed as follows:

Kendall County Administrator
Attn: Christina Burns, County Administrator
111 W. Fox Street
Yorkville, IL 60560

with a copy to:

Kendall County State's Attorney
807 W. John Street
Yorkville, IL 60560

17. **Controlling Law and Venue.** This Agreement shall be governed by Illinois law and jurisdiction for any suit, claim or cause of action shall lie in the Circuit Court of Kendall County, Illinois.

18. **Construction.** No provision shall be construed against a party by virtue of the rule of construction pursuant to which an agreement is construed against the drafter of such agreement. It is hereby acknowledged that this Agreement is drafted for the mutual benefit of all parties.

19. **Counterpart Execution.** This Agreement may be executed when each party whose signature is required has signed at least one (1) counterpart, even though no one (1) counterpart contains the signatures of all the parties.

20. **Authority to Execute.** Both parties executing this Agreement hereby warrant that they have the legal authority to execute this Agreement on behalf of the corporate authorities of their respective governmental units, and that their respective corporate authorities have taken all actions necessary to legally delegate to them the power to execute this Agreement.

21. **Conflict of Interest.** Both parties affirm that no Kendall County officer or elected official has a direct or pecuniary interest in this Contract, or, if any Kendall County officer or elected official does have a direct or pecuniary interest in this Contract, that interest, and the procedure followed to effectuate this Contract has and will comply with 50 ILCS 105/3.

The above constitutes the complete agreement between the parties hereto.

KENDALL TOWNSHIP

COUNTY OF KENDALL, ILLINOIS

By: Steve Gengler

By: _____

Its: Supervisor

Its: _____

ATTEST: [Signature]

ATTEST: _____

Date: 3/1/2024

Date: _____



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 5/21/2024
Subject: RTA Technical Service
Prepared by: Jennifer Breault, PCOM
Department: Administration

Action Requested:

Approval of technical services agreement between the Regional Transportation Authority and County of Kendall.

Board/Committee Review:

5/15/2024 Economic Development and Administration: Motion to Forward to County Board

Fiscal impact:

N/A

Background and Discussion:

Funds will be used for the Mobility Management position to promote, enhance, and facilitate access to Kendall Area transportation services, including integration and coordinating services for individuals with disabilities, older adults, and low-income individuals. This is for the amount of \$37,500 for 2023.

Staff Recommendation:

Approval of Agreement

Attachments:

RTA Agreement

TECHNICAL SERVICES AGREEMENT

between

THE REGIONAL TRANSPORTATION AUTHORITY

and

COUNTY OF KENDALL

Contract No.: [S5310-2021-13](#)

CFDA No.: 20.513

Federal Project No.: IL-2022-025

Award Date: 5/16/22

SAM No. ES1SZWNDT9N5

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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 County of Kendall, 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 October 01, 2023.

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 October 01, 2023 to September 30, 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 80.00% of the aggregate actual cost of all Projects as set forth on Exhibit B or \$30,000.00, 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
- (c) in the case of the Recipient:
111 W. Fox Street, Rm 316
Yorkville, IL 60560
Attn: County Administrator

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: COUNTY OF KENDALL

By: _____
CHRISTINA BURNS
COUNTY ADMINISTRATOR

Date: _____

REGIONAL TRANSPORTATION AUTHORITY

By: _____
LEANNE P. REDDEN
EXECUTIVE DIRECTOR

Date: _____

EXHIBIT A
SCOPE OF SERVICES
for
S5310-2021-13

Applicant: COUNTY OF KENDALL

RTA Project Number: 202100801

Project Name: KENDALL AREA TRANSIT MOBILITY MANAGEMENT

Project Description:

Funds will be used for the Mobility Management position to promote, enhance, and facilitate access to Kendall Area transportation services, including integration and coordinating services for individuals with disabilities, older adults, and low-income individuals.

- Support short-term management activities to plan and implement coordinated services.
- Provide coordination services with human service organizations' activities such as coordinating individualized travel training and trip planning activities for customers.
- Develop one-step transportation traveler call centers to coordinate transportation information on all travel modes and to manage eligibility requirements and arrangements for customers among supporting programs.
- Develop travel training-new training programs for individual users on awareness, knowledge, and skills of public and alternative transportation options available in their communities. This includes travel instruction and travel training services.
- Develop new ways to remove barriers for transportation to and from jobs and employment support services for individuals with disabilities in rural areas.
- Coordinate contracts for transportation needs assessment for occupational services to provide screening.
- Assess client needs and identifies travel options.
- Analyze routes and offers suggestions to be most cost effective to clients.

This is not a Research & Development project.

EXHIBIT B

PROJECT BUDGET

for

S5310-2021-13

Applicant: COUNTY OF KENDALL

Total Project Budget: \$37,500.00

RTA Project Number/ Title:	<u>202100801</u>	Transportation to Work		
	Project Budget	In-kind	Expected Project Funds	
			Cash	Share
RTA	\$30,000.00	\$0.00	\$0.00	.00%
Local	\$7,500.00	\$0.00	\$0.00	.00%
Other	-0-	\$0.00	\$0.00	0.00%
Indirect Cost Rate	-0-	\$0.00	\$0.00	0.00%
Total:	\$37,500.00	\$0.00	\$0.00	100.00%

FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: County of Kendall

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	X _____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	X _____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	X _____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

- | | | |
|----|-------------------------------------------------------------------------|-------------------------------------------|
| 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 Kendall

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 Kendall

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.

Text in italic 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.

TA RXeaXds - Brad (July), Comms (A)

The Uniform Administrative Requirements, 2 CFR § 200.325, 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 §§ 200.317–200.327 “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
- (b) 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 (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA 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, unless it operates a rail fixed guideway public transportation system.

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; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in 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 that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(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, 2023, Pub. L. 117-328, div. E, tit. 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.

TA Reads - Brad (July), Comms (April)

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

TA Rreads - Brad (July), Comms (Apr

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). 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: Kendall Area Transit (Mobility Management)

Does this Project receive federal funds? ☒ Yes ☐ No

Amount of federal funds: \$30,000.00

Federal Project Number: IL-2022-025

CFDA Number*, Federal Agency, Program 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 Kendall

Grantee's Address: 111 W. Fox Street, Rm 316, Yorkville, IL 60560

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): Kendall Area Transit (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



Section 5310

Program Management Plan

March 2021

175 W. Jackson Blvd., Suite 1650
Chicago, IL 60604

(312) 913-3200
RTAChicago.org

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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, contractors, 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 sub-recipient'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 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 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

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Middle Name:

* Last Name: Suffix:

* Title:

* SIGNATURE:

* DATE:



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 5/21/2024
Subject: 2025 County Holiday Schedule
Prepared by: Christina Burns, County Administrator
Department: Administration

Action Requested:

Approval of the 2025 County Holiday Schedule

Board/Committee Review:

5/15/24 Economic Development Committee: Motion to Forward to County Board approved

Fiscal impact:

NA

Background and Discussion:

Section 7.3 of the Kendall County Employee Handbook states “Designated holidays are established annually by the Kendall County Board for non-court related departments/offices and by the Chief Judge for court-related departments/office.” Traditionally, the County Board adopts a holiday schedule that mirrors the declared judicial holidays. The attached is the holidays approved for 2025 by the Administrative Office of Illinois Courts.

Staff Recommendation:

Approval of the 2025 Holiday Calendar as adopted by the Administrative Office of the Illinois Courts.

Attachments:

2025 Holiday Calendar of the Administrative Office of Illinois Courts

M.R. 5272

SUPREME COURT
STATE OF ILLINOIS

Order

IT IS HEREBY ORDERED that the following holidays shall be observed by all courts in this State and by the Administrative Office of the Illinois Courts for the year 2025:

January 1	New Year's Day	Wednesday
January 20	Martin Luther King, Jr. Day	Monday
February 12	Lincoln's Birthday	Wednesday
February 17	Washington's Birthday (Obsvd.)	Monday
May 26	Memorial Day	Monday
June 19	Juneteenth Independence Day	Thursday
July 4	Independence Day	Friday
September 1	Labor Day	Monday
October 13	Columbus Day (Obsvd.)	Monday
November 11	Veterans' Day	Tuesday
November 27	Thanksgiving Day	Thursday
November 28	Day Following Thanksgiving Day	Friday
December 25	Christmas Day	Thursday

In addition to the foregoing holidays, the chief judge in each circuit in this State may declare a court holiday in any county in the circuit when the court facilities in that circuit or county are otherwise closed for the observance of a holiday not listed above. These additional observances shall be limited to only those situations in which both court security is unavailable and all county government offices are closed.

In the event the court facilities in a circuit or county are to remain open on one or more of the holidays, the chief circuit judge in which that situation occurs, may disregard the listed holiday and declare the court open on that day.

Dated this 9th day of May, 2024.


Chief Justice

Supreme Court of Illinois

FILED
May 9, 2024
SUPREME COURT
CLERK



Construction Engineering Services Agreement

ENGINEERING CONSULTANT	
Name	ENGINEERING ENTERPRISES, INC.
Address	52 WHEELER ROAD
City/State/Zip	SUGAR GROVE, IL 60554-9595

This Agreement is made and entered into this _____ day of _____, 2024 between Kendall County (hereinafter referred to as "COUNTY") and Engineering Consultant listed above (hereinafter referred to as "ENGINEER") and covers certain professional engineering services in connection with the Project Identification.

PROJECT IDENTIFICATION

Section No.	20-00158-00-DR
Route(s)	N. Johnson Street (Fox River Drive)
Termini	Beginning near the Front St intersection and northerly for \pm 3,700 ft.
Structure No.(s)	n/a
Description	Provide all Phase 3 Engineering Services for the identified project

ENGINEERING SERVICES & PAYMENT

The ENGINEER Agrees

1. To perform, or be responsible for the performance of, the following basic engineering services for the COUNTY in connection with the proposed improvements herein before described and checked below:
 - a. ☐ Make detailed land surveys as are necessary for the preparation of detailed roadway plans
 - b. ☐ Make stream and flood plain hydraulic surveys, gather stream data, and prepare detailed bridge plans
 - c. ☐ Make subsurface investigations, including soil borings, as required for design of the improvement
 - d. ☐ Perform traffic studies and counts, providing sufficient data for design of the proposed improvement
 - e. ☐ Prepare applicable permits for ACOE, IDNR, IEPA, and others necessary for design of the improvement
 - f. ☐ Prepare Preliminary Bridge Design and Hydraulic Report, including associated supporting documents
 - g. ☐ Make complete plans, specifications and estimates for proposed improvement, including 5 copies to COUNTY
 - h. ☐ Furnish County with legal descriptions, right-of-way plans, and/or field staking for all proposed acquisitions
 - i. ☐ Assist the County in the tabulation and interpretation of the contractor's proposals
 - j. ☐ Prepare the necessary environmental documents in accordance with procedures adopted by IDOT-BLRS
 - k. ☐ Prepare the Project Development Report when required by the COUNTY
 - l. ☒ Provide Construction Inspection, Management, and Documentation

2. The reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the Agreement will be in accordance with current standard specifications and policies of the Illinois Department of Transportation, or those specifications and policies amended by the COUNTY, with the understanding that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the COUNTY.
3. To attend conferences at any reasonable time when requested to do so by representatives of the COUNTY.
4. In the event plans or surveys are found to be in error during construction of the improvement, and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he/she will perform such work without expense to the COUNTY, even though final payment has been received. The ENGINEER shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this Agreement will be made available, upon request, to the COUNTY without cost and without restriction or limitations as to their use.
6. That all plans and other documents furnished by the ENGINEER pursuant to this Agreement will be endorsed by the ENGINEER and will show the ENGINEER'S professional seal where such is required by law.
7. To submit a Scoping Worksheet, attached hereto and incorporated into this Agreement as Exhibit A. Said worksheet shall provide a breakdown of anticipated basic engineering tasks, work-hour estimates, and summary of tasks and costs to be performed under this Agreement.

The COUNTY Agrees

1. To compensate the ENGINEER for basic engineering services outlined herein at the hourly rates attached hereto and incorporated into this Agreement as Exhibit B, which will be considered payment in full for actual employee time utilized to provide the required services. Said rates included overhead and burden costs plus profit. The upper limit of compensation for the completion of all services required under this Agreement shall not exceed:

\$ 228,150.00

The upper limit of compensation includes all services described above and on the attached Exhibit A, including direct out-of-pocket expenses. For direct out-of-pocket expenses, the ENGINEER will be reimbursed at the actual cost of the item. Any additional services the COUNTY may require beyond those set forth above or on the attached Exhibit A will be charged at the rates identified in Exhibit B, and shall be considered an addition to the upper limit of compensation. The COUNTY shall not provide compensation for any additional services above the upper limit of compensation unless those additional services are pre-approved in writing by the COUNTY.

2. That payments due the ENGINEER for services rendered in accordance with this Agreement shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*). ENGINEER shall provide the COUNTY with a detailed invoice showing all hours worked.
3. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1l, and prior to the completion of such services, the COUNTY shall reimburse the ENGINEER at the attached hourly rates for the services actually rendered prior to such abandonment, but in no event shall the reimbursement exceed the upper limit of compensation.
4. That all reports, plans, surveys, computations, and other information prepared or provided as deliverables to the COUNTY are instruments of service. COUNTY shall not reuse or make modifications to the instruments of service without written authorization by ENGINEER. COUNTY agrees that any unauthorized use or misuse of instruments of service is at COUNTY's sole risk and without liability to the ENGINEER

AGREEMENT PROVISIONS

In the event of a conflict between these Agreement Provisions and any preceding part of this Agreement, the Agreement Provisions shall control. The parties mutually agree to amend and incorporate the Agreement with the following terms:

1. This Agreement may be terminated by the COUNTY upon giving notice in writing to the ENGINEER at their last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the COUNTY all surveys, permits, agreements, preliminary bridge design & hydraulic reports, drawings, specifications, partial and completed estimates and data, if any, from traffic studies and soil surveys and subsurface investigations with the understanding that all such material becomes the property of the COUNTY. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 3 of "The COUNTY Agrees." Upon receipt of a termination notice, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with termination of services. COUNTY shall not be liable for those costs and expenses resulting from ENGINEER's failure to mitigate such losses. Further, COUNTY shall not be responsible for salaries, overhead and fees accrued after the Agreement's termination. COUNTY shall not be liable for any other additional payments, penalties and/or early termination charges.
2. The ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the COUNTY shall have the right to annul this contract without liability.
3. The ENGINEER agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
4. ENGINEER shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Kendall County, its past, present and future elected officials, department heads; employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by ENGINEER of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, omissions or misconduct of ENGINEER in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove ENGINEER's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

5. The ENGINEER will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to COUNTY at the address set forth herein.

Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:

Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.

Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if ENGINEER has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Errors and Omissions) Insurance: Professional insurance with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.

If ENGINEER maintains broader coverage and/or higher limits than the minimums shown above, COUNTY shall be entitled to the broader coverage and/or the higher limits maintained by the ENGINEER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

Additional Insured Status: COUNTY and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of ENGINEER including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to ENGINEER's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage: For any claims related to this contract, the ENGINEER's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to COUNTY, its past present and future officers, officials, employees, and volunteers. Any insurance maintained by COUNTY, its past present or future officers, officials, employees, or volunteers shall be excess of the ENGINEER's insurance and shall not contribute with it.

Waiver of Subrogation: ENGINEER hereby grants to COUNTY and its, past, present, and future its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said ENGINEER may acquire against COUNTY by virtue of the payment of any loss under such insurance. ENGINEER agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

Claims Made Policies: If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work, and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the ENGINEER must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: ENGINEER shall furnish COUNTY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to COUNTY before

work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the ENGINEER's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors: ENGINEER shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and ENGINEER shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

6. The ENGINEER certifies that it, 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). ENGINEER further certifies by signing the Agreement that ENGINEER, 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 ENGINEER 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.
7. The ENGINEER certifies that it, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
8. The ENGINEER and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
9. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
10. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the COUNTY, to: Kendall County Highway Department, Attention: County Engineer, 6780 Route 47, Yorkville, Illinois, 60560, fax (630) 553-9583 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of ENGINEER, to the name and address provided on the signature page of this Agreement.
11. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
12. COUNTY and ENGINEER each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
13. In the event the COUNTY is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of COUNTY's obligations under this Agreement during said fiscal period, the COUNTY agrees to provide prompt written notice of said occurrence to ENGINEER. In the event of a default due to non-appropriation of funds, the parties each have the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No penalties and/or early termination charges shall be required upon such termination of the Agreement.
14. The ENGINEER represents that it is fully qualified to provide the services hereunder provided for in this Agreement. ENGINEER shall perform its services under this Agreement in a manner consistent with that level of care and skill

ordinarily exercised by members of its profession currently practicing in the same locality under similar conditions. ENGINEER shall act professionally and politely to the public and to COUNTY's employees and officers at all times.

15. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other party. The provisions of this Agreement are for the sole benefit of the COUNTY and the ENGINEER and their successors and permitted assigns, and they will not be construed as conferring any rights to any third party (including any third party beneficiary rights).
16. This Agreement calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("Department") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage requirements and notice and record keeping duties.
17. The ENGINEER hereby waives any claim of lien against subject premises on behalf of ENGINEER, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, ENGINEER shall tender to COUNTY a final waiver of lien for all subcontractors and/or suppliers.
18. It is understood and agreed that ENGINEER is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with COUNTY. ENGINEER understands and agrees that ENGINEER is solely responsible for paying all wages, benefits and any other compensation due and owing to ENGINEER's officers, employees, and agents for the performance of services set forth in the Agreement. ENGINEER further understands and agrees that ENGINEER is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for ENGINEER's officers, employees and/or agents who perform services as set forth in the Agreement. ENGINEER also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of ENGINEER, ENGINEER's officers, employees and agents and agrees that COUNTY is not responsible for providing any insurance coverage for the benefit of ENGINEER, ENGINEER's officers, employees and agents. ENGINEER hereby agrees to indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the COUNTY, its board members, officials, employees, and insurers for any alleged injuries that ENGINEER, its officers, employees and/or agents may sustain while performing services under the Agreement.
19. Both parties affirm that no Kendall County officer or elected official has a direct or indirect pecuniary interest in ENGINEER or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in ENGINEER or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
20. The ENGINEER's and/or COUNTY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
21. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
22. This Agreement, including all Agreement Provisions, represents the entire agreement between the parties and there

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

=====

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the dates provided below.

Executed by the COUNTY of Kendall, a unit of local government of the State of Illinois:

	_____	_____
	Matt Kellogg, Kendall County Board Chair	Date
ATTEST		

Debbie Gillette, Kendall County Clerk

Date

(Seal)

		Engineering Consultant Name / Address
Executed by the ENGINEER:		ENGINEERING ENTERPRISES, INC.
		52 Wheeler Road
ATTEST:		Sugar Grove, IL 60554-9595
By	_____	By
	<i>Signature</i>	<i>Signature</i>
	Angela R. Smith	Bradley P. Sanderson
	<i>Print Name</i>	<i>Print Name</i>
Title	Executive Assistant	Title
		Chief Operating Officer/President

EXHIBIT A
SCOPING WORKSHEET

**County Highway 1 (N. Johnson Street – Fox River Drive)
Roadway, Drainage and Utility Improvements
Kendall County Highway Department
Professional Services Agreement – Construction Engineering**

Exhibit A– Scoping Worksheet (4-3-24)

Preconstruction Tasks

1. Establish the Contract Inspector's Checklist for Contract Administration as guidelines for the consultant to follow.
2. Organize and attend a preconstruction meeting with all interested parties to discuss goals, objectives, and issues.
3. Conduct a local preconstruction meeting with all interested parties to discuss goals, objectives, and issues that the Village may have. Submit meeting minutes to the Village for review and approval.
4. Review the requirements of construction and all required project permits.
5. Review the plans and specifications in depth, verifying quantities, elevations and dimensions relevant to the project. Also, anticipate any potential conflicts or issues and develop solutions prior to construction.
6. Review the contractor's proposed construction schedule for compliance with contract.
7. Set up field books, quantity books, diary, job box and all other forms of proper project documentation.
8. Prepare a project contact list with names, addresses, phone numbers, and email addresses for all contractors, subcontractors, and suppliers for the project. Also, submit 24 hour contact numbers for applicable parties.
9. Review the record drawing requirements with the contractor.

Construction Tasks

1. Provide a Resident Engineer for required daily activities such as: observing the progress and quality of the work and determining if the work is proceeding in accordance with the contract documents. Maintain site presence at all times when the contractor is working. Disapprove any work failing to conform to the contract documents and immediately inform County Engineer. Verify that there are no deviations from the contract documents unless authorized by the County Engineer.
2. Keep the inspector's daily documentation up to date. Also maintain a project diary noting all necessary observations. Advise if the contractor is falling behind schedule. Submit weekly Report e-mails to the County Engineer.
3. Maintain a submittal log and check status to ensure timely approval.
4. Maintain orderly files of all relevant project documents so that they can be easily accessed.
5. Perform quantity measurements to prepare pay estimates and change orders to review with contractor and submit to the County Engineer for review.

6. Hold weekly progress meetings.
7. Provide liaison functions related to coordination of contractors, utilities, developers, other agencies and property owners engaged or affected by the project.
8. Check and approve any project submittals for compliance with standards. Forward recommendations to the County Engineer.
9. Maintain daily contact with contractor to monitor schedule and recommend actions that should be taken if falling behind.
10. Maintain contact with the utility companies and their contractors as needed to monitor concurrence with proposed schedules.
11. Maintain daily contact with the County representatives as needed to inform on all relevant project information.
12. Inspect, document, and inform the contractor and the County Engineer of the adequacy of the establishment and maintenance of traffic control. Perform all necessary traffic control checks. Document deficiencies and contractor responses to notices of the same. Inform the County of deficiencies and if the contractor does not correct or enforce as contract stipulates.
13. Provide Horizontal and Vertical Control for entire project and provide construction layout for all improvements as needed.
14. Provide Quality Assurance (QA) services in accordance with standard QC/QA practices and procedures (contractor will provide QC). Provide necessary coordination and qualified personnel via a sub-consultant to perform testing work for all materials. Obtain and test soil, asphalt, concrete, and aggregate samples to perform necessary testing to fulfill QA/geotechnical requirements. Reports shall be prepared in a timely manner and coordinated with QC data. The consultant shall fulfill the requirements as the QA manager.
15. Prepare minutes for all meetings and distribute them to appropriate parties.
16. Maintain a set of working drawings as construction is progressing.
17. Provide all necessary equipment, instruments, supplies, transportation, and personnel required to perform duties of the project team.
18. Maintain and periodically transmit to the contractor a running punch list to expedite project close out.
19. Obtain material acceptance certifications as materials are incorporated into the project to expedite project closeout. Withhold payment until material inspection and certifications are provided.
20. Monitor and document erosion control and ensure conformity with the plans and standards.
21. Follow accepted standards of Documentation of Contract Quantities.
22. Provide other work that may be assigned by the County Engineer.
23. Provide the County Engineer with regular invoicing and provide supporting documentation as required.

Construction Engineering Tasks for Village of Newark

1. *Under a separate Construction Engineering Contract with the Village of Newark, not to be billed to Kendall County, the following tasks will be provided:*
 - *Permitting with the IEPA Division of Public Water Supplies for all water main work.*
 - *Provide construction staking for all water main improvements.*
 - *Observe and document installation of new water mains and appurtenances.*
 - *Coordinate the filling, pressure testing, chlorination and bacteriological testing of water main improvements with the Village Public Works Department.*
 - *Apply for IEPA Water Operating Permit.*
 - *Observe transfer of existing water services to the new water main.*
 - *Direct and observe abandonment of existing water mains.*
 - *Perform final inspection with Village representative, contractor to finalize punch list. Document the items in the final punch list and submit them to the contractor for close out. Verify completion of all water main work and provide a recommendation to the Village of Newark for acceptance.*

Post Construction Tasks

1. Perform final inspection with County representative, contractor, and all applicable utilities to finalize punch list. Document the items in the final punch list and submit them to the contractor for close-out. Verify completion of all work and provide a recommendation to County Engineer.
2. Prepare record drawings. Submit the drawings in a hard copy and digital form (AutoCAD).
3. Verify that all documentation is completed and that all material inspections and certifications have been accounted for and are complete.
4. Provide all documentation associated with the final balancing change order and final pay estimate.
5. Close out the project with the County within a reasonable time frame after all construction is completed.



EXHIBIT A-2

ESTIMATED LEVEL OF EFFORT AND ASSOCIATED COST-CONSTRUCTION ENGINEERING

County Highway 1 (N. Johnson Street - Fox River Drive) Roadway, Drainage and Utility Improvements
Kendall County Highway Department
April 4, 2024

WORK ITEM NO.	PROJECT ROLE: HOURLY RATE:	ENTITY:	ENGINEERING				SURVEYING				DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
			PRINCIPAL IN CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER II	SENIOR PROJECT ENGINEER I	PROJECT ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	PROJECT SURVEYOR	SENIOR PROJECT TECHNICIAN	CAD MANAGER			
													\$241		
LAND SURVEYING															
1.1	Vertical & Horizontal Control							1	4	9	9			23	\$ 4,161
1.2	Utility Relocation Staking							1							\$ 234
1.3	Utility Structure Staking							1	8	27	18			54	\$ 9,600
1.4	Curb & Gutter Staking							1	8	27	18			54	\$ 9,600
1.5	Sidewalk Staking							1	8	27	18			54	\$ 9,600
1.6	Grade Staking							1	8	27	18			54	\$ 9,600
1.7	Construction Record Drawings							1	-	18	16			35	\$ 6,058
Land Surveying Subtotal:			-	-	-	-	-	7	36	135	97	-	-	274	48,853
CONSTRUCTION ENGINEERING															
2.1	Construction Management, Coordination, Meetings and QC/QA			8										4	\$ 4,368
2.2	Coordination with Utilities Companies and Village of Newark			2										4	\$ 4,452
2.3	Coordination with Geotech Sub-Consultant													4	\$ 1,344
2.4	Construction Observation and Documentation (Excluding Water Main)													24	\$ 140,448
2.5	Construction Observation-Water Main (Paid by Newark)													150	\$ 25,200
2.6	Quantity Verification and Pay Estimates			4										24	\$ 4,872
2.7	Construction Record Drawing Review			4										8	\$ 1,512
Design Engineering Subtotal:			-	18	-	-	-	-	-	-	-	-	-	990	\$ 156,996
PROJECT TOTAL:			-	18	-	-	-	7	36	135	97	-	-	60	205,849

DIRECT EXPENSES	
Printing =	\$ 400
Supplies & Misc. =	\$ 200
Geotechnical/Pavement Cores/CCDD (Rubino) =	\$ 15,000
Estimated Excess Liability Insurance	\$ 2,500
DIRECT EXPENSES =	\$ 18,100

LABOR SUMMARY	
Engineering Expenses =	\$ 156,996
Surveying Expenses =	\$ 48,853
Drafting Expenses =	-
Administrative Expenses =	\$ 4,200
TOTAL LABOR EXPENSES =	\$ 210,049

TOTAL EXPENSES =	\$ 228,149
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G:\Public\Kendall County\2024\KE2401 Johnson Street Construction Engineering\PSA\Exhibit A-2 - Estimated Level of Effort.xls\fee Summary

EXHIBIT B
HOURLY RATES



Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024



EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$246.00
Principal	E-3	\$241.00
Senior Project Manager	E-2	\$234.00
Project Manager	E-1	\$210.00
Senior Project Engineer/Surveyor II	P-6	\$200.00
Senior Project Engineer/Surveyor I	P-5	\$186.00
Project Engineer/Surveyor	P-4	\$168.00
Senior Engineer/Surveyor	P-3	\$155.00
Engineer/Surveyor	P-2	\$140.00
Associate Engineer/Surveyor	P-1	\$127.00
Senior Project Technician II	T-6	\$175.00
Senior Project Technician I	T-5	\$164.00
Project Technician	T-4	\$153.00
Senior Technician	T-3	\$140.00
Technician	T-2	\$127.00
Associate Technician	T-1	\$111.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$114.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
Executive Administrative Assistant	A-4	\$ 77.00
Administrative Assistant	A-3	\$ 72.00

VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 20.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 225.00
Expert Testimony		\$ 275.00

KENDALL COUNTY
Ordinance No. _____

An Ordinance Granting Variance to the Kendall County Highway Access Regulation Ordinance

WHEREAS, access to Kendall County Highways has been regulated by the Kendall County Board through the Kendall County Highway Access Regulation Ordinance, originally adopted by the Board on May 18, 1999 and notwithstanding subsequent revisions; and

WHEREAS, Eldamain Road (County Highway 7) has been classified as an Access 2 Highway in said Ordinance, requiring a spacing between full access and right in / right out accesses of 500 feet; and

WHEREAS, Kendall County Forest Preserve District, has petitioned Kendall County for the installation of a right in / right out access to the west side of Eldamain Road, located approximately 300' south of Schaefer Road and approximately 200' north of the existing full access to Subat Forest Preserve, as depicted on the attached Exhibit A; and

WHEREAS, said additional access location would violate the established spacing criteria for right in / right out accesses on Eldamain Road; and

WHEREAS, in consideration of the extremely low volume of anticipated traffic for the right in / right out access point, the need to provide preferred access geometry for buses that occasionally use the Subat Forest Preserve parking lot, and the minimal conflict created by installation of said access;

THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants a variance to the Kendall County Highway Access Regulation Ordinance, for the specified purpose, subject to the terms and conditions imposed herein.

1. The above listed recitals are incorporated herein as if fully set out herein.
2. That a variance is hereby authorized to Kendall County Forest Preserve District for the installation of a right in / right out access driveway on the west side of Eldamain Road approximately 300' south of Schaefer Road in unincorporated Kendall County, IL. Said access shall conform in all ways to the construction requirements of the Kendall County Highway Department and shall be constructed at no cost to the Department.
3. That said access shall serve Kendall County Forest Preserve's Subat Preserve and shall be constructed for no other purpose.
4. Any exceptions, violations or noncompliance to the requirements contained herein, on behalf of the petitioner, will result in the immediate forfeiture of the variance.

Approved by the County Board of Kendall County, State of Illinois.

Matt Kellogg – Kendall County Board Chairman

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an ordinance adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of _____, A.D., 2024.

Debbie Gillette – County Clerk



EXHIBIT A

KENDALL COUNTY SHERIFF'S OFFICE

MONTH-END REPORT



APRIL

2024

Submitted by: Sheriff Dwight A. Baird

OPERATIONS DIVISION

POLICE SERVICES	April-22	April-23	March-24	April-24
Calls for Service	678	685	634	714
Police Reports	349	308	314	358
Total Arrests	135	101	122	147
Ordinance Citations Issued	5	1	2	0

TRAFFIC SERVICES				
Traffic Contacts	646	564	692	634
Traffic Citations Issued	261	231	277	260
DUI Arrests	10	7	5	5

TRAFFIC CRASH INVESTIGATIONS				
Property Damage	34	38	29	36
Personal Injury	5	9	6	9
Fatalities	0	0	0	0
TOTAL CRASH INVESTIGATIONS	39	47	35	45

VEHICLE USAGE				
Total Miles Driven by Sheriff's Office	53,180	52,761	63,217	65,850
Vehicle Maintenance Expenditures	\$2,651	\$3,091	\$3,400	\$17,190
Fuel Expenditures	\$15,601	\$13,751	\$15,199	\$18,466
Fuel Gallons Purchased	4,017	3,967	4,710	5,044
Squad Damage Reports	0	0	1	0

AUXILIARY DEPUTIES				
Ride-A-Long Hours	0	0	0	0
Auxiliary Hours	23	25	95	63
TOTAL AUXILIARY HOURS	23	25	95	63

EVIDENCE/PROPERTY ROOM				
New Items into Property Room	102	115	144	106
Disposal Orders Processed	37	28	31	33
Items Disposed Of	219	164	77	82
Items Sent to Crime Lab for Processing	8	32	6	8

INVESTIGATIONS/COPS ACTIVITIES				
Total Assigned Cases (Patrol/Invest)	15	20	34	40
Total Closed Cases (Patrol/Invest)	29	28	23	28
Total Open Cases (Patrol/Invest)	91	105	87	99
Community Policing Meetings/Presentations	26	23	23	23

Sex Offender / Violent Offenders Against Youth Registrations				
Sex Offender Registrations	11	10	17	9
Sex Offender - Address Verifications Completed	7	0	0	0
Sex Offender - Address Verification Attempted	28	0	0	1
Total # of Sex Offenders- Jurisdiction	28	30	35	35
Total # of Sex Offenders- Entire County	82	87	89	91
Violent Offenders Against Youth Registrations	1	2	3	2
VOAY - Address Verification Completed	3	0	0	0
VOAY - Address Verification Attempted	8	0	1	0
Total # of VOAY- Jurisdiction	8	10	5	5
Total # of VOAY- Entire County	23	26	26	26

RECORDS DIVISION

SHERIFF SALES	April-22	April-23	March-24	April-24
Sales Scheduled	9	10	7	15
Sales Cancelled	5	8	7	11
Sales Conducted	4	2	0	4
CIVIL PAPERWORK				
Papers Filed/Received	150	162	181	219
Papers Served/Executed	91	131	161	160
REPLEVINS/LEVY				
Replevin/Levy Scheduled	0	0	0	3
Replevin/Levy Conducted	0	0	0	2
SA, SUBPOENA & FOIA REQUESTS				
Electronic and Recording Copy Requests	78	77	55	55
Accident Reports	19	13	10	12
Background Checks	32	22	18	33
Incidents	78	64	72	86
Subpoenas	4	7	3	1
TOTAL REQUESTS	211	183	158	187
WARRANTS				
Total Warrants on File	1,707	1,542	1,187	1,168
New Warrants Issued	121	115	106	111
Total Warrants Served	112	132	71	94
Warrants Quashed	27	22	27	36
EVICCTIONS				
Evictions Scheduled for Month	14	11	16	11
Evictions Cancelled	9	1	8	6
Evictions Conducted	5	10	8	5
FEES				
Civil Process Fees	\$4,418	\$6,679	\$11,772	\$7,385
Sheriff Sales Fees	\$1,200	\$600	\$1,500	\$1,500
Records Fees/Fingerprinting	\$237	\$120	\$325	\$220
Bond Processing Fees	\$1,724	\$2,539	\$854	\$1,928
TOTAL FEES COLLECTED	\$7,578	\$9,937	\$14,451	\$11,034

CORRECTIONS DIVISION

JAIL POPULATION				
New Intake Bookings	205	205	171	191
Inmates Released	217	190	181	190
Federal Inmate ADP	60	16	11	10
Kendall County Inmate ADP	79	71	52	51
Other Jurisdictions Inmate ADP	9	4	6	5
Average Daily Population	148	91	69	66
ADP of inmates housed in other Jurisdictions		11	5	4
JAIL MEALS				
Number of Meals Prepared Consolidated/Aramark	12,977	7,915	6,542	6,103
Price Per Meal	\$1.38	\$3.07	\$3.08	\$3.08

INMATE TRANSPORTS	April-22	April-23	March-24	April-24
To and From Kendall County Courthouse	30	60	49	53
Other County Court Transports	3	2	3	1
Out of County Prisoner Pickups	6	10	12	16
To I.D.O.C	1	2	1	2
Medical/Dental Transports	11	5	2	5
Court ordered medical transports	2	1	2	2
Juvenile To and From Youth Homes/Courts	13	18	6	7
Federal Transports	7	5	4	3
To and From Kane County Jail		21	10	12
TOTAL INMATE TRANSPORTS	73	124	89	101

INMATE WORK CREWS				
Number of Inmates	4	0	2	2
Number of Locations	1	0	2	1
Total Hours Worked	8	0	5	5

REVENUE				
Amount Invoiced for Inmates Housed for Other Juris.	\$19,390	\$3,235	\$2,325	\$2,400
Amount Invoiced for Federal Housing	\$144,720	\$39,360	\$31,372	\$26,220
Amount Invoiced for Federal Court Transport	\$1,844	\$1,287	\$1,057	\$1,445
Amount Invoiced for Federal Medical Transport	\$379	\$524	\$502	\$238
TOTAL INVOICED	\$166,333	\$44,406	\$35,256	\$30,304

MEDICAL BILLING				
Medical Contractual Services	\$20,809	\$21,917	\$21,917	\$21,917
Prescriptions	\$6,745	\$2,587	\$1,334	\$900
Medical	\$1,345	\$1,353	\$0	\$5,041
Dental	\$0	\$109	\$0	\$0
Emergency Medical Services	\$471	\$0	\$0	\$164
Medical Supplies	\$723	\$65	\$396	\$174
TOTAL MEDICAL BILLING	\$30,093	\$26,030	\$23,646	\$28,195

Housing Expense				
Kane County Jail		\$31,275	\$1,500	\$450
TOTAL HOUSING EXPENSE		31,275	1,500	450

COURT SECURITY				
Entries	9,630	10,290	10,272	11,407
Items X-rayed	3,952	4,529	4,462	4,694
Bond Call - In Person	7	8	72	91
Bond Call - Video	44	53	3	0
Kendall Prisoners	59	71	53	60
Other Prisoners	7	13	12	15
Arrests made at Courthouse	31	25	13	19
Contraband Refused	58	56	48	56

ELECTRONIC HOME MONITORING

TOTAL DEFENDANTS ORDERED TO EHM				
Juvenile	12	6	4	3
Adult	62	67	79	75
TOTAL PARTICIPANTS	74	73	83	78

Orders		April-22	April-23	March-24	April-23
Presentenced		58	70	69	63
Bischof		39	30	30	30
Post Sentenced		4	3	14	15
Days Defendants Served on EHM					
Juvenile		251	121	98	62
Adult		1,703	1,888	2,202	2,012
TOTAL DAYS		1,954	2,009	2,300	2,074
EHM VIOLATIONS					
Juvenile		1	1	0	0
Adult		18	7	5	4
TOTAL VIOLATIONS		19	8	5	4
COST vs. COLLECTIONS					
Cost		\$5,218	\$5,284	\$6,049	\$5,455
Collected		\$3,550	\$1,968	\$3,132	\$2,225
KCSO TRAINING					
CORRECTIONS DIVISION		April-22	April-23	March-24	April-24
NATURE OF TRAINING					
A Modern Approach to Policy Management					0.5
Annual Mandatory Firearms Qual					70
Basic First Aid					44
Basic Jail Security Principles					1
CourtSmart					0.5
Fire Extinguisher Refresher					0.5
FTO School					40
Global SDS & Hazardous Communication Standards					17
GPS Refresher					21
Infectious & Communicable Diseases					1
Lexipol DTB's					18.75
Off Duty Qual					6
TOTAL HOURS		188.00	329.00	190.75	220.25
OPERATIONS DIVISION		April-22	April-23	March-24	April-24
NATURE OF TRAINING					
Advanced Roadside Impaired Driving Enforcement					16
Advanced SFST & DWI Detection					8
Annual Mandatory Firearms Quals					2
Annual Shotgun Qual					133
BLS CPR Certification					129.5
Case Preparation & Courtroom Testimony					18
Communicating Eff/Prof w/ LGBTI Offenders					1
CourtSmart					17
Elderly Service Officer					24
Emergency Medical Response					2
Enhanced Traffic Enforcement for Patrol					8
Explosive Safety, Recognition, & Handling Course					16
FTO School					40
Gang Enforcement Skills- 40 Hour					40
Instructor Development 32 Hours					64
International Conference on Sex Assaul, DV					24
Leader Armor					13
Less Lethal Bean Bag Quals					3.5
Lexipol DTB's					24
Negotiations Review & Scenario Based Response					8

Off Duty Qual	2
Problem-Oriented Policing	8
Rifle Qual	2
Roll Call Training	8.75
SFST Refresher	8
Taser Certification	3.5
Testifying in a DUI Trial	8
Trauma Informed Response to Sexual Assault/Abuse	8

TOTAL HOURS	540.00	2295.00	811.00	639.25
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COURT SECURITY	April-22	April-23	March-24	April-24
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NATURE OF TRAINING				
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Basic First Aid	10
CourtSmart	3
Global SDS & Hazardous Communication Standards	5
LEADS Re-Cert	1.5
Lexipol DTB's	4.5

TOTAL HOURS	76.00	35.00	71.00	24.00
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ADMINISTRATION DIVISION	April-22	April-23	March-24	April-24
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NATURE OF TRAINING				
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Communicating Eff/Prof w/ LGBTI Offenders	1
Conflict Management for Supervisors	1
CourtSmart	0.5
LASO Certification	1
LEADS Re-Cert	1.5

TOTAL HOURS	2.00	6.00	70.75	5.00
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AUXILIARY	April-22	April-23	March-24	April-24
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NATURE OF TRAINING				
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Lexipol	7	3.5
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TOTAL HOURS	0.00	18.00	22.75	3.50
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PART TIMERS	April-22	April-23	March-24	April-24
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NATURE OF TRAINING				
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Annual Mandatory Firearms Qual	4
CourtSmart	2
Lexipol DTB's	4.5
Off Duty Qual	1

TOTAL HOURS	41.00	24.00	24.25	7.50
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Kendall County Clerk				
Revenue Report		4/1/24-4/30/24	4/1/23-4/30/23	4/1/22-4/30/22
Line Item	Fund			
CLKFEE	County Clerk Fees	\$588.00	\$467.50	\$821.50
MARFEE	County Clerk Fees - Marriage License	\$990.00	\$1,020.00	\$1,140.00
CIVFEE	County Clerk Fees - Civil Union	\$30.00	\$30.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$60.00	\$35.00	\$45.00
CRTCOP	County Clerk Fees - Certified Copy	\$1,652.00	\$1,500.00	\$1,200.00
NOTARY	County Clerk Fees - Notary	\$0.00	\$0.00	\$310.00
MISINC	County Clerk Fees - Misc	\$171.40	\$51.02	\$52.02
	County Clerk Fees - Misc Total	\$3,491.40	\$3,103.52	\$3,568.52
RECFEE	County Clerk Fees - Recording	\$22,405.00	\$17,271.00	\$29,115.00
	Total County Clerk Fees	\$25,896.40	\$20,374.52	\$32,683.52
CTYREV	County Revenue	\$59,994.75	\$37,036.50	\$57,681.25
DCSTOR	Doc Storage	\$16,994.65	\$9,929.50	\$17,087.50
GISMAP	GIS Mapping	\$40,890.00	\$31,506.00	\$54,186.00
GISRCD	GIS Recording	\$9,246.75	\$2,100.00	\$3,612.00
INTRST	Interest	\$95.58	\$108.60	\$29.76
RECMIS	Recorder's Misc	\$1,510.47	\$855.50	\$633.00
RHSP	RHSP/Housing Surcharge	\$21,168.00	\$8,415.00	\$14,787.00
TAXCRT	Tax Certificate Fee	\$1,360.00	\$1,200.00	\$1,520.00
TAXFEE	Tax Sale Fees	\$10.00	\$0.00	\$148.00
PSTFEE	Postage Fees	\$8.69	\$0.00	\$0.00
CK # 19858	To KC Treasurer	\$177,175.29	\$111,525.62	\$182,368.03
Death Certificate Surcharge sent from Clerk's office \$1092.00 ck # 19856				
Dom Viol Fund sent from Clerk's office \$170.00 ck 19857				

Office of Jill Ferko

Kendall County Treasurer & Collector
111 W. Fox Street Yorkville, IL 60560

Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES AS OF MONTH END 4/30/2024

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2024 YTD Actual</u>	<u>2024 YTD% %</u>	<u>2023 MTD Actual</u>	<u>2023 MTD %</u>
Personal Property Repl. Tax	\$915,000	\$242,131	26.46%	\$444,826	48.61%
State Income Tax	\$3,208,685	\$1,440,195	44.88%	\$1,338,062	42.36%
Local Use Tax	\$810,000	\$260,751	32.19%	\$296,043	38.95%
State Sales Tax	\$600,000	\$298,131	49.69%	\$255,197	39.26%
County Clerk Fees	\$350,000	\$82,644	23.61%	\$109,610	31.32%
Circuit Clerk Fees	\$1,000,000	\$498,926	49.89%	\$474,826	45.22%
Fines & Foreits/St Atty.	\$260,000	\$173,179	66.61%	\$153,115	61.25%
Building and Zoning	\$85,000	\$42,723	50.26%	\$31,145	38.93%
Interest Income	\$650,000	\$1,029,872	158.44%	\$458,619	611.49%
Health Insurance - Empl. Ded.	\$1,644,361	\$575,831	35.02%	\$536,589	36.05%
1/4 Cent Sales Tax	\$3,280,000	\$1,206,523	36.78%	\$1,154,791	35.77%
County Real Estate Transf Tax	\$450,000	\$155,126	34.47%	\$152,683	33.93%
Federal Inmate Revenue	\$503,700	\$94,688	18.80%	\$122,960	21.05%
Sheriff Fees	\$107,250	\$60,984	56.86%	\$42,858	37.71%
TOTALS	\$13,863,996	\$6,161,703	44.44%	\$5,571,324	42.36%
Public Safety Sales Tax	\$8,000,000	\$2,183,645	27.30%	\$2,169,100	28.92%
Transportation Sales Tax	\$8,000,000	\$2,183,645	27.30%	\$2,169,100	28.92%

****All FY2023 Accruals have been completed at this time. So these figures are where we currently stand for FY2024**

*Includes major revenue line items excluding real estate taxes which are to be collected later.

EXPENDITURES

All General Fund Offices/Categories

\$30,371,783 \$9,999,000 32.92% \$9,330,316

Office of the Kendall County Coroner

Monthly Report April 2024

- * There were 27.5 hours of community service time served during the month of April.
- * April 3 - Coroner Purcell presented to the Oswego High School Law Enforcement Class
- * April 11 - Chief Deputy Coroner Gotte attended the IVVC Advisory Committee Meeting.
- * April 15 - Deputy Coroner Cherie McCarron completed FOIA Officer Training
- * April 25 - Coroner Purcell presented to DuPage County OFR Team
- * April 27 - Successful Take Back & Shred Event in cooperation with KCSO, YPD and Earthmover's Credit Union

TAKE BACK by the NUMBERS:

Total Take Back: 351.2 pounds Pills/Liquids: 196.3 lbs Aerosols: 8.9 pounds Sharps: 72.3 Pounds Diabetic Supplies: 73.7

Deaths Report to the M.E.		Deaths Investigations	
April 2024	38	April 2024	4
YTD	144	YTD	17

MEI Scene Investigations		Postmortem Examinations	
April 2024	6	April 2024	2
YTD	22	YTD	7

Manner of Death						
	Natural	Accident	Suicide	Homicide	Indeterminate	Pending
April 2024	36	1	0	0	0	1
YTD	131	5	5	0	0	3

Cremation Permits Issued	
April 2024	23
YTD	93

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2024-0107	Natural	Dementia-Alzheimers	06-27-1940	04-01-2024	None	No
2024-0108	Natural	Cirrhosis	06-22-1945	04-01-2024	None	No
2024-0109	Natural	Multisystem Disease	03-08-1934	04-02-2024	None	No
2024-0110	Natural	Neoplasm	05-30-1975	04-04-2024	None	No
2024-0111	Natural	Cardiac-Infarct NOS	02-26-1956	04-05-2024	None	No
2024-0112	Natural	Pulmonary	09-25-1929	04-05-2024	None	No
2024-0113	Pending	Undetermined/Other	09-10-1964	04-06-2024	Full	Yes
2024-0114	Natural	Cardiac	08-05-1942	04-07-2024	None	No
2024-0115	Natural	Neoplasm	12-02-1969	04-07-2024	None	No
2024-0116	Natural	Neoplasm	05-10-2017	04-07-2024	None	No
2024-0117	Natural	Pulmonary	01-04-1928	04-08-2024	None	No
2024-0118	Natural	Cardiac	03-01-1950	04-09-2024	None	No
2024-0119	Natural	Cirrhosis	04-07-1952	04-10-2024	None	No
2024-0120	Natural	Cardiac-ASCVD-IHD	08-09-1955	04-11-2024	None	Yes
2024-0121	Natural	Nervous System- Stroke	08-16-1931	04-12-2024	None	No
2024-0122	Natural	Dementia-Alzheimers	12-20-1942	04-12-2024	None	No
2024-0123	Natural	Renal Disease	03-26-1931	04-14-2024	None	No
2024-0124	Accident	Drug Death-Acute Intoxication	06-18-1971	04-16-2024	Full	Yes
2024-0125	Natural	Neoplasm	11-29-1951	04-17-2024	None	No
2024-0126	Natural	Neoplasm	02-19-1935	04-17-2024	None	No
2024-0127	Natural	Neoplasm	10-22-1941	04-17-2024	None	No
2024-0128	Natural	Neoplasm	05-29-1960	04-18-2024	None	No
2024-0129	Natural	Cardiac-Infarct NOS	06-14-1956	04-19-2024	None	No
2024-0130	Natural	Cardiac	03-15-1937	04-19-2024	None	No
2024-0131	Natural	Cardiac	02-15-1938	04-20-2024	None	Yes
2024-0132	Natural	Neoplasm	05-27-1952	04-21-2024	None	No
2024-0133	Natural	Neoplasm	07-08-1954	04-22-2024	None	No
2024-0134	Natural	Dementia-NOS	12-12-1933	04-23-2024	None	No
2024-0135	Natural	Dementia-Alzheimers	04-02-1926	04-23-2024	None	No
2024-0136	Natural	Nervous System- Stroke	02-21-1947	04-24-2024	None	No
2024-0137	Natural	Autoimmune Disease	12-18-1959	04-26-2024	None	No
2024-0138	Natural	Neoplasm	06-25-1950	04-26-2024	None	No
2024-0139	Natural	Cardiac	09-17-1929	04-27-2024	None	No
2024-0140	Natural	Cardiac	12-04-1938	04-28-2024	None	No
2024-0141	Natural	Neoplasm	09-15-1933	04-28-2024	None	No
2024-0142	Natural	Neoplasm	04-08-1963	04-29-2024	None	No

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2024-0143	Natural	Cardiac-ASCVD-IHD	10-14-1959	04-30-2024	None	Yes
2024-0144	Natural	Cardiac-ASCVD-IHD and Hypertension	07-03-1971	04-30-2024	None	Yes

Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560

Roger Bonuchi, Director

Tracy Page, Deputy Director

Emergency Management Report

APRIL 2024

○ KCEMA Operations

- April recognized the KCEMA Volunteers during National Volunteer Week. Thank you KCEMA volunteers for all your hard work and dedication.
- Took UCP to Carterville for Eclipse
- LEPC Committee meeting was held on April 4th.
- Attended Area PIO Meeting
- Attended Whole Community Planning Session
- Swore in new volunteer with KCEMA.
- Conducted Storm Spotter session to the Oswego Citizen's Police Academy
- Submitted quarterly documentation for IPRA and IEMA Grants

○ Hazard Mitigation Plan

- Hazard Mitigation Plan approved by County Board

○ Meetings/Training/Volunteers/Details

- 04/04/24 – LEPC Committee Meeting
- 04/15/24 – EMA Volunteer business meeting/training
- 04/19/24 – Recovery/Resilience Monthly Learning Session
- 04/23/24 – FEMA Region 5 RECCWG
- 05/17/24 - IEMA Region 3 meeting will be held at the Health Department

To: Law, Justice and Legislation Committee Board Members
 Kendall County Board
 Kendall County, Illinois

From: Jason D. Majer, Kendall County Public Defender

KCBoard@kendallcountyil.gov
 dgillette@kendallcountyil.gov

MONTHLY REPORT OF NUMBER OF CASES ASSIGNED AND CLOSED FOR EACH PUBLIC DEFENDER

AS OF MAY 2024

	<u>J. MAJER</u>	<u>C. WHEATON</u>	<u>K. GUSTAFSON</u>	<u>J.DEETS</u>	<u>S. KIRST</u>	<u>S. HOLLMEYER</u>	<u>New Files</u>	<u>TOTAL</u>
Criminal Felony:	169	206	270	32			65	
Class M-	4	5						
Class X-	20	22	12					
Class 1-	17	30	17					
Class 2-	43	54	42					
Class 3-	24	41	78	21				
Class 4-	61	54	121	11				
MX/SVP/Post C.:	1							
Criminal CM:	37	33	83	37	54	60	51	
Criminal DUI/DT:	17	3	8	17	32	15	20	
Criminal DV:	9	8	4	18	30	61	25	
Traffic Offenses (TR):	23	10	46	9	44	27	29	
Traffic Offenses (MT):	13		27	38	97	143	115	
Juvenile JA/Truancy JV:				66	53	42	13	

	<u>J. MAJER</u>	<u>C. WHEATON</u>	<u>K. GUSTAFSON</u>	<u>J.DEETS</u>	<u>S. KIRST</u>	<u>S. HOLLMEYER</u>	<u>New Files</u>	<u>TOTAL</u>
Juvenile JD:					51	20	30	
Class X-					1			
Class 1-					2			
Class 2-					4			
Class 3-					13	5		
Class 4-					8	5		
CM-					23	10		
Criminal Contempt:			2					
Civil Law/Other:								
Conditions Call Only:							19	
Total Open/May.-23:	269	260	440	217	361	368		1,915
Total Open/Apr.-23:	283	275	481	201	370	436		2,046
Total Closed/Apr.-23:	52	21	27	45	37	87		269
Total New Files-Apr.-23:	44	20	34	80	75	95		348



Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 5/21/2024

Subject: Approval of Petition 24-04, Number of Parking Spaces at the New YMCA at 1520 Cannonball Trail

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Approval of Petition 24-04, A Request from Larry Nelson on Behalf of the Fox Valley Family YMCA for Site Plan Approval for Construction of a New YMCA and Related Infrastructure (Number of Parking Spaces Specifically) at 1520 Cannonball Trail, Bristol (PINs: 02-10-300-019 and 02-10-300-020) in Bristol Township; Property is Zoned B-4

Previous Board/Committee Review:

ZPAC-Approval of Fifty (50) Parking Spaces Initially and Two Hundred Eighty-Three (283) Parking Space at Project Completion (7-0-3) on April 2, 2024

Kendall County Regional Planning Commission- Approval of Fifty (50) Parking Spaces Initially and Two Hundred Eighty-Three (283) Parking Space at Project Completion (7-0-2-1) on April 24, 2024

PBZ Committee-Concurred with ZPAC and Kendall County Regional Planning Commission Regarding the Number of Parking Spaces (4-0-1) on May 6, 2024

Fiscal impact:

N/A

Background and Discussion:

The Zoning Ordinance requires that the County Board set the number of parking spaces for community centers after receiving a recommendation from the Kendall County Regional Planning Commission.

The Petitioner proposed fifty (50) parking spaces initially and two hundred eighty-three (283) total parking spaces when the project is complete.

Staff Recommendation:

Approval

Attachments:

Draft Approval Letter



PLANNING, BUILDING & ZONING DEPARTMENT

111 WEST FOX STREET - ROOM 203 YORKVILLE, ILLINOIS 60560-1498

630/553-4141 • FAX 630/553-4179

www.kendallcountyil.gov

May 21, 2024

Larry Nelson
Fox Valley Family YMCA, Inc.
16524 Frazier Road
Plano, IL 60545

RE: *Site Plan Approval for New YMCA Facility*
1520 Cannonball Trail, Bristol, Bristol Township (PIN #s 02-10-300-019 and 02-10-300-020)

Dear Larry Nelson:

At their meeting on April 4, 2024, the Kendall County ZPAC approved the site plan at the above referenced property for the construction of new YMCA facility and related infrastructure. At their meeting on April 24, 2024, the Kendall County Regional Planning Commission approved a landscaping waiver. At their meeting on May 21, 2024, the Kendall County Board approved the number of parking spaces at the property.

This approval is conditional on the following:

1. The site shall be developed substantially in accordance with the attached site plan (Exhibit A) and rendering (Exhibit B), contingent on Corps of Engineers' determination of the farmed wetland on the property.
2. Grass shall be planted around the building and the future parking area shall be planted in grass, initially. Landscaping shown on the rendering shall be installed as donations and funding allow.
3. The initial number of parking spaces shall be fifty (50). The total number of parking spaces shall be two hundred eight-three (283) as shown on the site plan. Except for the first fifty (50) parking spaces, parking shall be installed as donations and funding allow.
4. The site shall be developed in accordance with all applicable federal, state, and local laws related to site development.

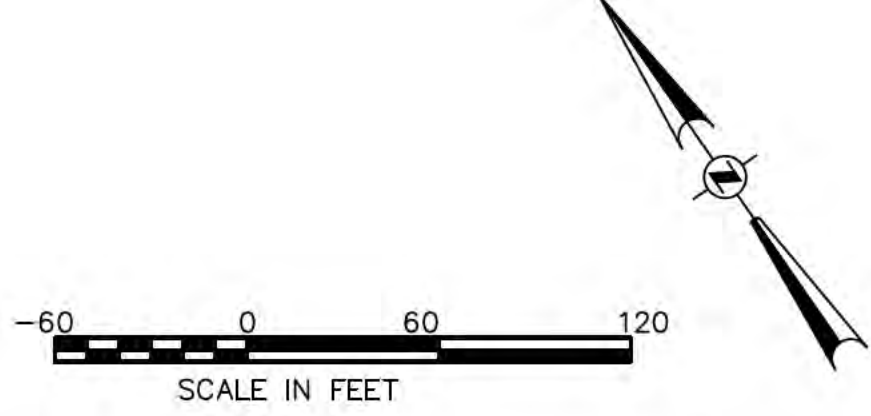
Should you have any questions or concerns about this matter, please feel free to me at (630) 553-4139 or masselmeier@kendallcountyil.gov.

Kind Regards,

Matthew H. Asselmeier, AICP, CFM
Director

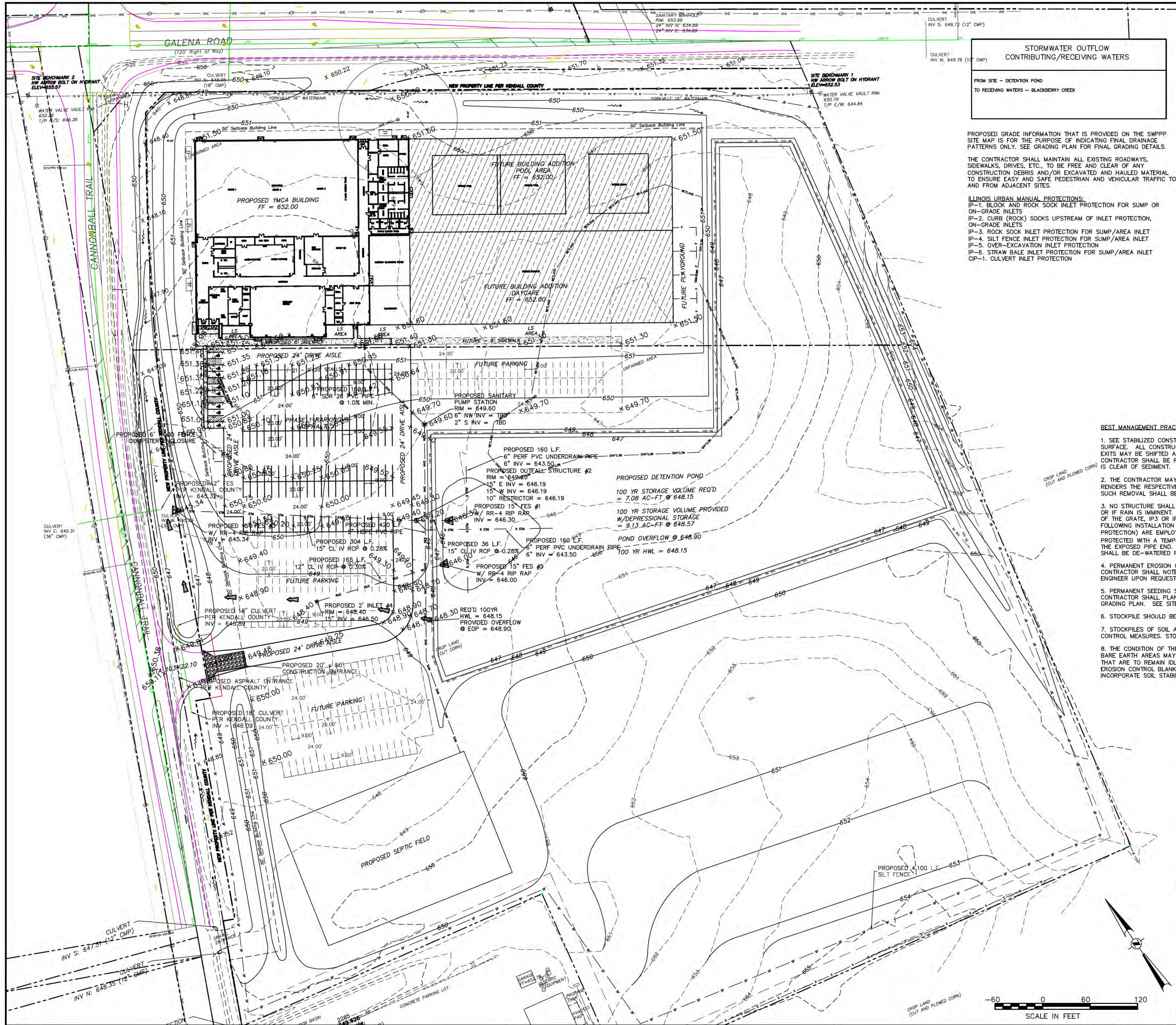


NOTES:
1. ALL WORK ON CANNONBALL TRAIL & GALENA ROAD TO BE COMPLETED BY KENDALL COUNTY HIGHWAY DEPARTMENT IN THE SPRING OF 2024.



NO.	DATE	NOTES
1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.23.24
2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24

YMCA EAST SITE PLAN
EXISTING CONDITIONS & DEMOLITION PLAN



TYPICAL SOIL PROTECTION CHART

Stabilization Type	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Permanent Seeding	B	B	A	A	A	A*	A*	A			B	B
Temporary Seeding			C	C	C	C*	D*	D				
Sodding			E**	E**	E**	E**	E**	E**				
Mulching	F	F	F	F	F	F	F	F	F	F	F	F

- A - Kentucky Bluegrass - 90 lbs/acre mixed with perennial ryegrass - 30 lbs/acre
B - Kentucky Bluegrass - 135 lbs/acre mixed with perennial ryegrass - 45 lbs/acre
C - Spring Oats - 100 lbs/acre
D - Wheat or Cereal Rye - 150 lbs/acre
E - Sod
F - Straw Mulch - 2 tons/acre
* Watering needed in June and July
** Water for 2-3 weeks after sodding

SOIL EROSION / SEDIMENT CONTROL OPERATION TIME SCHEDULE

NOTE: GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE

CONSTRUCTION SEQUENCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
TEMPORARY CONSTRUCTION EXITS																			
TEMPORARY CONSTRUCTION MEASURES																			
SEDIMENT CONTROL BASINS																			
STRIP & STOCKPILE TOPSOIL																			
ROUGH GRADE																			
STORM FACILITIES																			
SITE CONSTRUCTION																			
PERMANENT CONTROL STRUCTURES																			
FOUNDATION / BUILDING CONSTRUCTION																			
FINISH GRADING																			
LANDSCAPING / SEED / FINAL STABILIZATION																			

- 1) CONTRACTOR SHALL UPDATE THE TABLE BY SHADING OR DATING THE APPLICABLE ACTIVITIES AS PROJECT PROGRESSES.
2) TIME SCHEDULE MUST COINCIDE WITH SEQUENCE OF CONSTRUCTION.

BEST MANAGEMENT PRACTICE NOTES

- SEE STABILIZED CONSTRUCTION ENTRANCE DETAIL. THE CONSTRUCTION EXIT SHALL BE A MINIMUM OF 14' IN WIDTH AND 50' IN LENGTH FROM EXISTING PAVED SURFACE. ALL CONSTRUCTION TRAFFIC MUST UTILIZE CONSTRUCTION EXIT PER DETAIL TO ACCESS THE PUBLIC ROAD. DURING CONSTRUCTION, THE CONSTRUCTION EXITS MAY BE SHIFTED AT THE CONTRACTOR'S DISCRETION TO FACILITATE GRADING OPERATION. EXIT MUST TERMINATE AT EXISTING PAVED SURFACE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT THE RUNOFF FROM THE CONSTRUCTION EXIT IS DIRECTED BACK TOWARD THE SITE OR THAT THE RUNOFF IS CLEAR OF SEDIMENT.
- THE CONTRACTOR MAY PERMANENTLY REMOVE ANY PORTION OF THE PERIMETER SILT FENCE AFTER ESTABLISHMENT OF FINAL GRADE AND/OR FINAL STABILIZATION. REMOVAL OF THE PERIMETER SILT FENCE UPSTREAM OF A DISTURBANCE AND/OR INFECTIVE AS A BEST MANAGEMENT PRACTICE. ANY SUCH REMOVAL SHALL BE NOTED ON THE SWPPP SITE MAPS ALONG WITH UPSTREAM STABILIZATION AND GRADING CONDITIONS.
- NO STRUCTURE SHALL BE ALLOWED TO BE PROTECTED WITH ANY MEASURE OTHER THAN THOSE DETAILED IN THIS SWPPP SITE MAP FOR MORE THAN 48 HOURS OR IF RAIN IS IMMINENT. STRUCTURES THAT WILL NOT RECEIVE A CASTING WITHIN 48 HOURS OF INSTALLATION SHALL RECEIVE IP6 PROTECTION. UPON INSTALLATION OF THE GATE, IP3 OR IP5 PROTECTION SHALL BE INSTALLED RESPECTIVE TO THE TYPE OF GATE. STRUCTURES WITH CLOSED LIDS WILL NOT REQUIRE PROTECTION FOLLOWING INSTALLATION OF THE LID. THE CONTRACTOR SHALL NOTE THE TIME STRUCTURE INSTALLATION (AND PROTECTION INSTALLATION, INCLUDING TYPES OF PROTECTION) ARE EMPLOYED. WHENEVER PIPE INSTALLATION IS HALTED FOR MORE THAN 24 HOURS OR WHEN RAIN IS IMMINENT, THE OPEN END SHALL BE PROTECTED WITH A TEMPORARY BULK HEAD. A 2" SHEET OF PLYWOOD THAT EXTENDS 6" BEYOND THE OUTSIDE DIAMETER OF THE PIPE SHALL BE PLACED AGAINST THE EXPOSED PIPE END. GRAVEL SHALL BE PLACED AGAINST THE PLYWOOD IN SUFFICIENT QUANTITY SO AS TO ENSURE THE TIGHTEST POSSIBLE SEAL. THE TRENCH SHALL BE DE-WATERED PRIOR TO REMOVING THE BULKHEAD.
- PERMANENT EROSION CONTROL FABRIC SHALL BE APPLIED TO ALL SLOPES 4:1 OR GREATER. FOLLOW MANUFACTURER SPECIFICATIONS FOR INSTALLATION. THE CONTRACTOR SHALL NOTE ALL AREAS WHERE FABRIC HAS BEEN INSTALLED RELATIVE TO AS-BUILT GRADES AND FURNISH THESE BOUNDARIES TO THE CIVIL ENGINEER UPON REQUEST.
- PERMANENT SEEDING SHOULD BE PLANTED AS SOON AS IT IS PRACTICAL TO ENSURE PROPER GERMINATION PRIOR TO TERMINATION OF PERMIT COVERAGE. THE CONTRACTOR SHALL PLANT PERMANENT SEEDING AS SPECIFIED ON THE LANDSCAPING PLAN AS SOON AS FINAL GRADES ARE ESTABLISHED AS SPECIFIED ON THE GRADING PLAN. SEE SITE LANDSCAPING PLAN FOR EXACT GROUND COVER TYPE AND LOCATION.
- STOCKPILE SHOULD BE LOCATED IN AREAS THAT DO NOT HAVE HIGH POTENTIAL FOR CONTRIBUTING SEDIMENTS TO STORMWATER FACILITIES.
- STOCKPILES OF SOIL AND OTHER BUILDING MATERIALS TO REMAIN IN PLACE MORE THAN THREE (3) DAYS SHALL BE FURNISHED WITH EROSION AND SEDIMENT CONTROL MEASURES. STOCK PILES NOT ACTIVELY WORKED AND TO REMAIN IN PLACE FOR 14 DAYS OR MORE SHALL RECEIVE TEMPORARY SEEDING.
- THE CONDITION OF THE CONSTRUCTION SITE FOR WINTER SHUTDOWN SHALL BE ADDRESSED EARLY IN THE FALL GROWING SEASON SO THAT SLOPES AND OTHER BARE EARTH AREAS MAY BE STABILIZED WITH TEMPORARY AND/OR PERMANENT VEGETATIVE COVER FOR PROPER EROSION AND SEDIMENT CONTROL. ALL OPEN AREAS THAT ARE TO REMAIN IDLE THROUGHOUT THE WINTER SHALL RECEIVE TEMPORARY EROSION CONTROL MEASURES INCLUDING TEMPORARY SEEDING, MULCHING AND/OR EROSION CONTROL BLANKET PRIOR TO THE END OF THE FALL GROWING SEASON. THE AREAS TO BE WORKED BEYOND THE END OF THE GROWING SEASON MUST INCORPORATE SOIL STABILIZATION MEASURES THAT DO NOT RELY ON VEGETATIVE COVER SUCH AS EROSION CONTROL BLANKET AND HEAVY MULCHING.

GENERAL CONTRACTOR / OWNER SHALL COORDINATE WHICH CONTRACTORS WILL BE PROVIDING SWPPP SERVICES AND HAVE THEM SIGN THE CONTRACTOR'S CERTIFICATION
ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN A STORM WATER POLLUTION PREVENTION PLAN SHALL SIGN A COPY OF THE FOLLOWING CERTIFICATION STATEMENT BEFORE CONDUCTING ANY PROFESSIONAL SERVICES AT THE SITE IDENTIFIED IN THE STORM WATER POLLUTION PREVENTION PLAN

CONTRACTOR'S CERTIFICATION

"I, CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (ILR10) THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THE CERTIFICATION.

CONTRACTOR NAME & TITLE:
ADDRESS:
PHONE #:

SIGNATURE DATE

CONTRACTOR NAME & TITLE:
ADDRESS:
PHONE #:

SIGNATURE DATE

CONTRACTOR NAME & TITLE:
ADDRESS:
PHONE #:

SIGNATURE DATE

ACREAGE SUMMARY

NOTICE OF INTENT (NOI)
FOX VALLEY FAMILY YMCA, INC.
3875 ELDAMAIN RD
PLANO, IL 60545

PHONE (630) 552-4100

LANDOWNER: FOX VALLEY FAMILY YMCA, INC.

TOTAL SITE AREA 25.88 AC±

TOTAL DISTURBED AREA 22.00 AC±

PROPOSED IMPERVIOUS AREA 6.70 AC±

LANDSCAPED AREA 19.18 AC±

PROPOSED CN 73

PROJECT NO. 23 555 01

SCALE: 1" = 60'

DATE: JAN 22, 2024

SHEET NO.

3

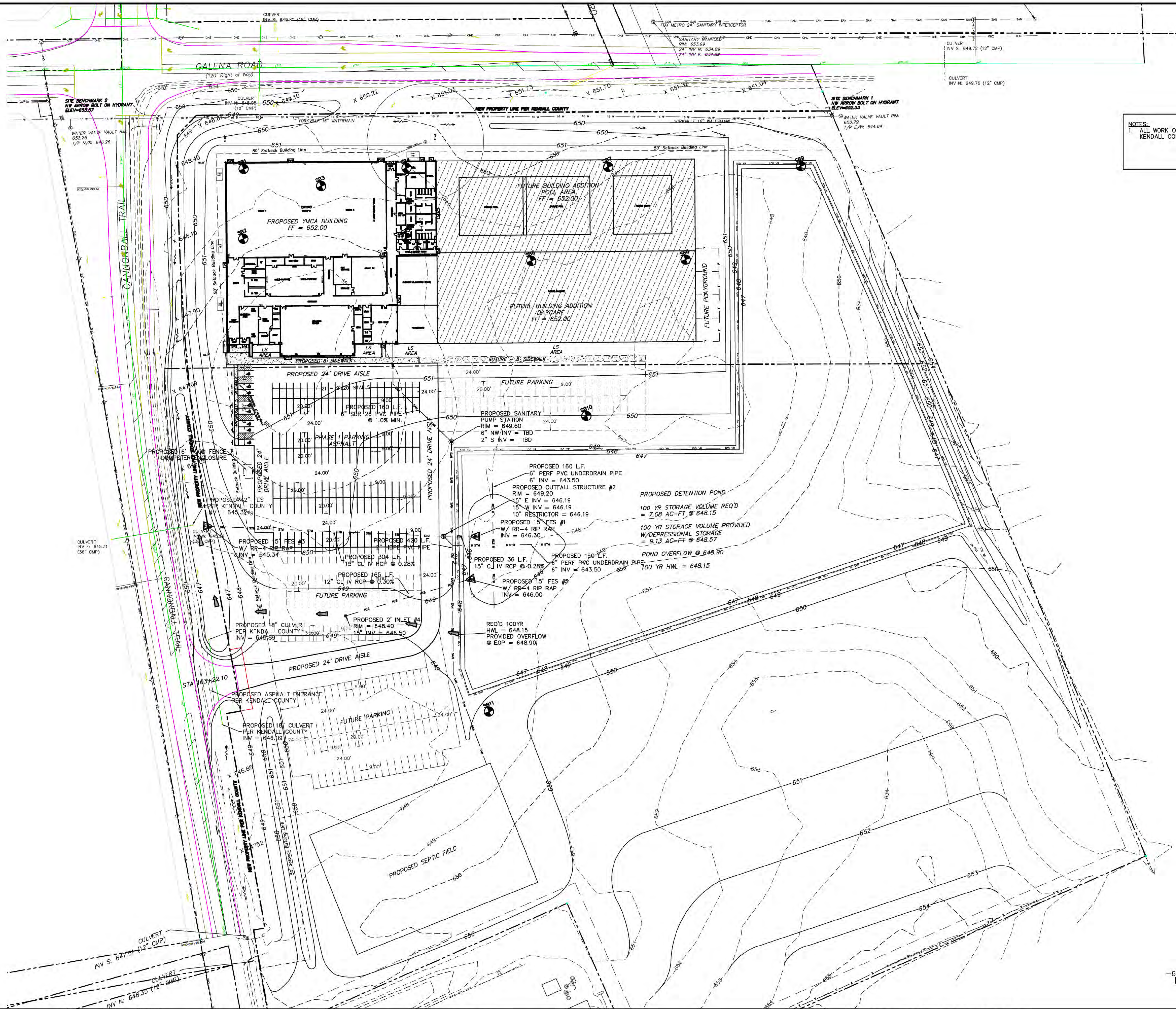
OF 12 SHEETS

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195
TEBRUGGEENGINEERING.COM

NO.	DATE	NOTES
1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24
2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN
STORM WATER POLLUTION PREVENTION PLAN



NOTES:
1. ALL WORK ON CANNONBALL TRAIL & GALENA ROAD TO BE COMPLETED BY KENDALL COUNTY HIGHWAY DEPARTMENT IN THE SPRING OF 2024.





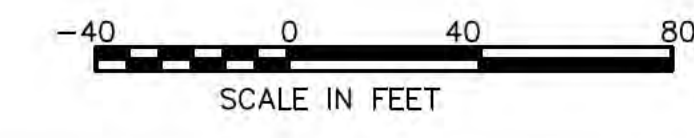
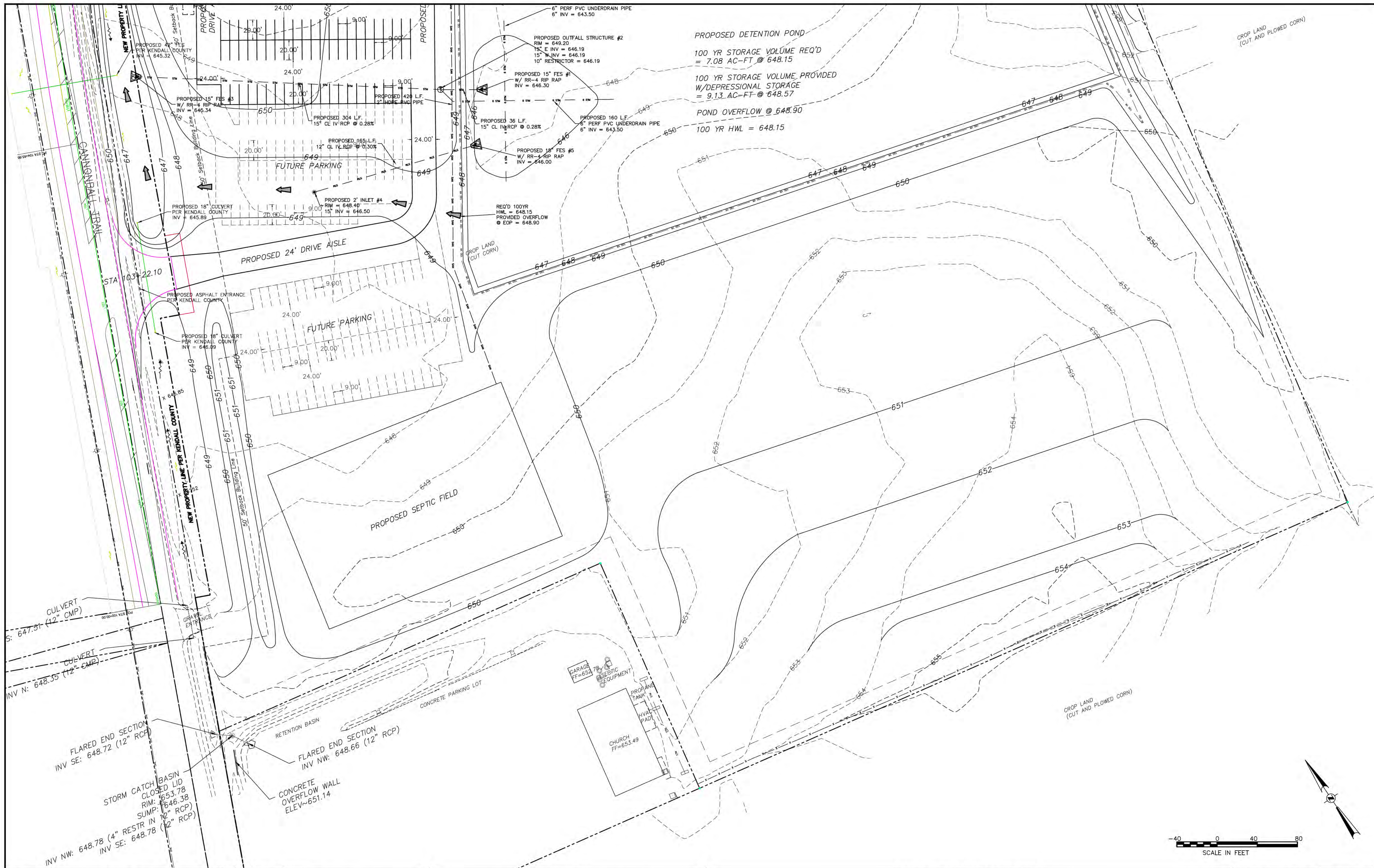
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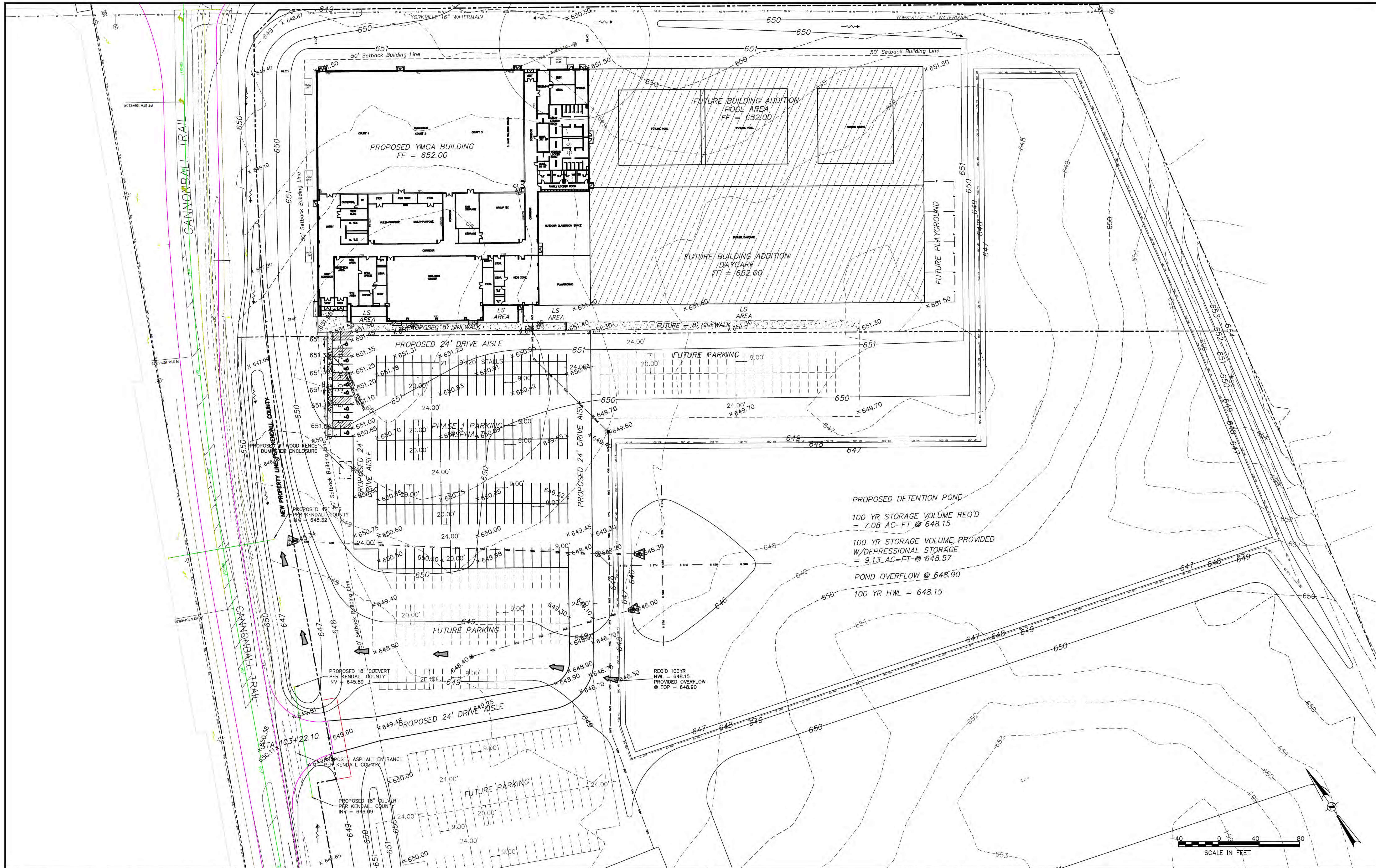
PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL


YMCA EAST SITE PLAN
OVERALL CIVIL SITE PLAN

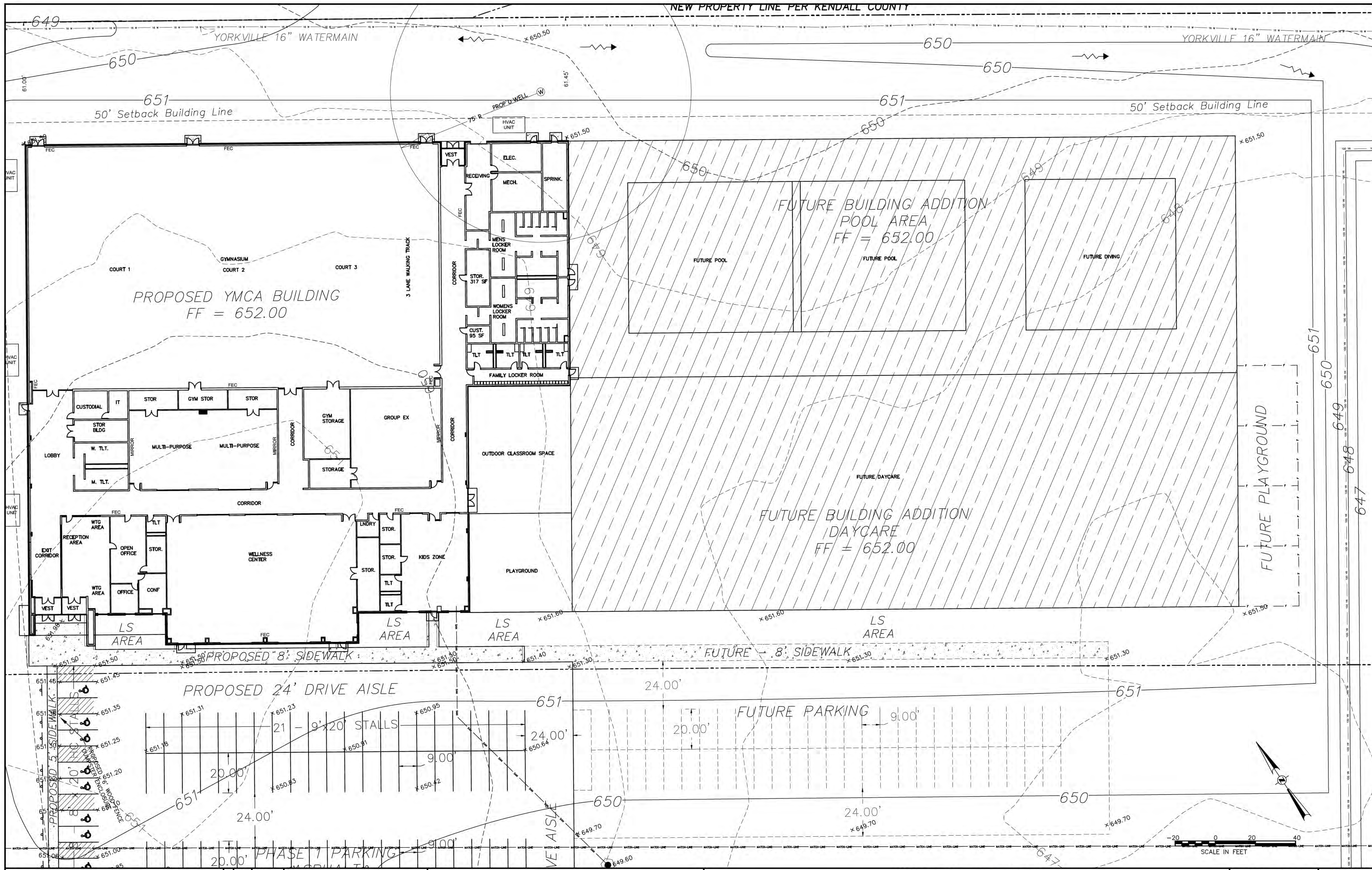
PROJECT NO.	23 555 01	SHEET NO.	5
SCALE:	1" = 60'		
DATE:	JAN 22, 2024		



 <div>TEBRUGGE ENGINEERING 410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548 PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM</div>	REVISIONS	NO.	DATE	NOTES	PREPARED FOR: FOX VALLEY FAMILY YMCA, INC 3875 ELDAMAIN RD, PLANO, IL	YMCA EAST SITE PLAN CIVIL SITE PLAN - SOUTH	PROJECT NO.	23 555 01	SHEET NO.	
		1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24			SCALE:	1" = 40'	7	
		2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24			DATE:	JAN 22, 2024	OF 12 SHEETS	



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	1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24			SCALE:	1" = 40'		
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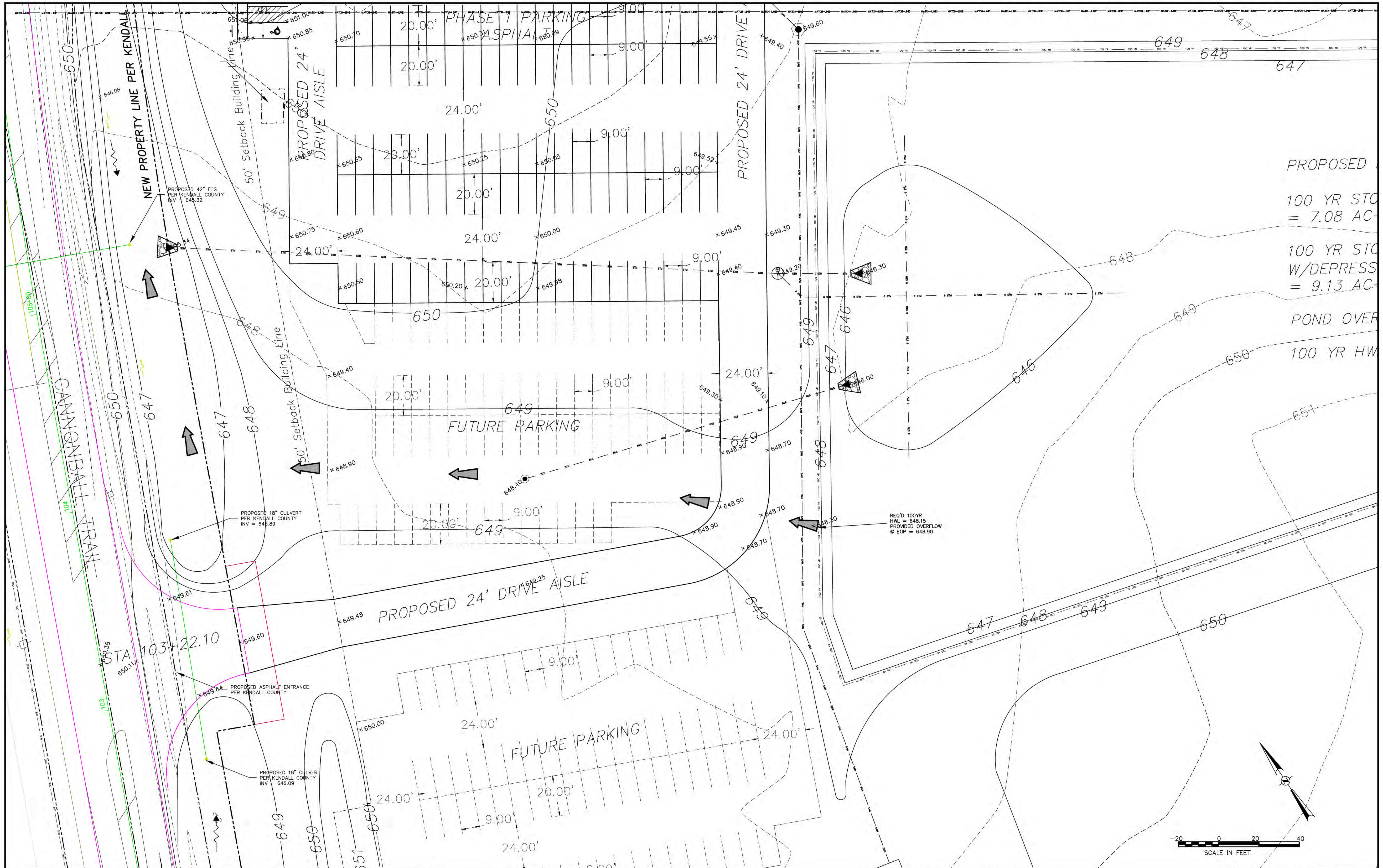
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PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN
GRADING PLAN - NORTH

PROJECT NO.	23 555 01	SHEET NO.	9
SCALE:	1" = 20'		
DATE:	JAN 22, 2024		

OF 12 SHEETS



GENERAL CONDITIONS

1. ALL EARTHWORK, ROADWAY WORK, DRAINAGE WORK OR STORM SEWER WORK SHALL BE PERFORMED UTILIZING MATERIALS AND METHODS IN STRICT ACCORDANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" LATEST EDITION, AS WELL AS THE STANDARD DETAIL SHEETS ATTACHED TO THESE PLANS. ALL MUNICIPAL, COUNTY, STATE AND FEDERAL REQUIREMENTS AND STANDARDS SHALL BE STRICTLY ADHERED TO IN WORK PERFORMED UNDER THIS CONTRACT.
2. ALL SANITARY SEWER AND WATER MAIN WORK SHALL BE PERFORMED USING METHODS AND MATERIALS IN STRICT ACCORDANCE WITH THE LATEST EDITION OF "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", LATEST EDITION, AS WELL AS THE STANDARD DETAIL SHEETS ATTACHED TO THESE PLANS. ALL MUNICIPAL, COUNTY, STATE AND FEDERAL REQUIREMENTS AND STANDARDS SHALL BE STRICTLY ADHERED TO IN WORK PERFORMED UNDER THIS CONTRACT.
3. ANY SPECIFICATIONS WHICH ARE SUPPLIED ALONG WITH THE PLANS SHALL TAKE PRECEDENCE IN THE CASE OF A CONFLICT WITH THE STANDARD SPECIFICATIONS NOTED IN ITEMS NO. 1 AND 2 ABOVE. THE ABOVE STANDARD SPECIFICATIONS & THE CONSTRUCTION PLANS ARE TO BE CONSIDERED AS PART OF THE CONTRACT DOCUMENTS. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE TO BE CONSIDERED A PART OF THE CONTRACT.
4. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THEIR WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, HE MUST IMMEDIATELY REPORT SAME TO THE ENGINEER BEFORE DOING ANY WORK, OTHERWISE THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTION ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL AND CONCLUSIVE.
5. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED AGAINST ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF 12 MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK BY THE GOVERNING MUNICIPALITY, OTHER APPLICABLE GOVERNMENTAL AGENCIES, AND THE OWNER.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR CONSTRUCTION ALONG OR ACROSS EXISTING STREETS OR HIGHWAYS. HE SHALL MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHORING AND OTHER REQUIRED PROTECTION OF ALL ROADWAYS BEFORE CONSTRUCTION BEGINS, ALONG WITH ADEQUATE TRAFFIC CONTROL MEASURES. HE SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OR ROADWAYS AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF THE ENGINEER, AT NO ADDITIONAL COST TO THE OWNER.
7. THE UTILITY LOCATIONS, AND THE DEPTHS SHOWN ON THESE PLANS ARE APPROXIMATE ONLY, AND SHALL BE VERIFIED BY THE CONTRACTOR WITH ALL AFFECTED UTILITY COMPANIES PRIOR TO INITIATING CONSTRUCTION OPERATIONS. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY FOR THE ADEQUACY, SUFFICIENCY OR EXACTNESS OF THESE UTILITY REPRESENTATIONS.
8. PRIOR TO STARTING CONSTRUCTION THE CONTRACTOR SHALL CONTACT THE OFFICE OF J.U.I.L.E. AT 1-800-892-0123 FOR EXACT FIELD LOCATION OF ALL UNDERGROUND UTILITIES IN THE PROXIMITY OF, AND ON, THE PROJECT SITE; IF THERE ARE ANY UTILITIES WHICH ARE NOT MEMBERS OF THE J.U.I.L.E. SYSTEM, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR DETERMINING THIS AND MAKE ARRANGEMENTS TO HAVE THESE UTILITIES FIELD LOCATED.
9. EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THE PLANS ACCORDING TO AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR RELOCATING THESE FACILITIES AT HIS EXPENSE TO ACCOMMODATE THE NEW CONSTRUCTION.
10. ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE CONNECTED TO THE PROPOSED STORM SEWER OR EXTENDED TO OUTLET INTO A PROPOSED DRAINAGE WAY. IF THIS CANNOT BE ACCOMPLISHED, THEN IT SHALL BE REPAIRED WITH NEW PIPE OF SIMILAR SIZE AND MATERIAL TO THE ORIGINAL LINE AND PUT IN ACCEPTABLE OPERATIONAL CONDITION. A RECORD OF THE LOCATION OF ALL FIELD TILE FOR ON-SITE DRAIN PIPE ENCOUNTERED SHALL BE KEPT BY THE CONTRACTOR AND TURNED OVER TO THE ENGINEER UPON COMPLETION OF THE PROJECT. THE COST OF THIS WORK SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
11. IT SHALL BE THE RESPONSIBILITY OF EACH RESPECTIVE CONTRACTOR TO REMOVE FROM THIS SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.
12. THE ENGINEER AND OWNER ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, TIME OF PERFORMANCE, PROGRAMS OF FOR ANY SAFETY PRECAUTIONS USED BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTION OF HIS WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS.
13. THE CONTRACTOR SHALL COMPLY WITH ALL STATE AND FEDERAL SAFETY REGULATIONS AS OUTLINED IN THE LATEST REVISIONS OF THE FEDERAL CONSTRUCTION SAFETY STANDARDS (SERIES 1978) AND WITH APPLICABLE PROVISIONS AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS OF THE WILLIAMS STEGLER OCCUPATIONAL HEALTH STATE SAFETY ACT OF 1970(REVISED). THE CONTRACTOR, ENGINEERS, AND OWNER SHALL EACH BE RESPONSIBLE FOR HIS OWN RESPECTIVE AGENTS AND EMPLOYEES.
14. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, THE ENGINEER, AND ALL GOVERNING AUTHORITIES, THEIR AGENTS SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITY WITH RESPECT TO THE CONSTRUCTION, INSTALLATION AND TESTING OF THE WORK REQUIRED ON THIS PROJECT. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM THE WORK OF THIS CONTRACT IN A MANNER WHICH STRICTLY COMPLIES WITH ANY AND ALL PERTINENT LOCAL, STATE OR NATIONAL CONSTRUCTION AND SAFETY CODES; THE ENGINEER, OWNER, AND GOVERNING AUTHORITIES ARE NOT RESPONSIBLE FOR ENSURING COMPLIANCE BY THE CONTRACTOR WITH SAID CODES AND ASSUME NO LIABILITY FOR ACCIDENTS, INJURIES, OR DEATHS, OR CLAIMS RELATING THERETO WHICH MAY RESULT FROM LACK OF ADHERENCE TO SAID CODES.

UNDERGROUND UTILITIES

1. ALL UTILITY TRENCHES BENEATH PROPOSED OR EXISTING UTILITIES, PROPOSED OR EXISTING PAVEMENT, DRIVEWAYS, SIDEWALKS AND FOR A DISTANCE OF TWO FEET ON EITHER SIDE OF SAME, AND/OR WHEREVER ELSE SHOWN ON THE CONSTRUCTION PLANS SHALL BE BACKFILLED WITH SELECT GRANULAR BACKFILL (CA-7) AND THOROUGHLY COMPACTED IN ACCORDANCE WITH THE EARTHWORK SPECIFICATIONS.
2. UNLESS OTHERWISE INDICATED ON THE PLANS, STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CULVERT PIPE OF THE CLASS AS INDICATED ON THE PLANS, AND CONFORMING TO ASTM C-76. JOINTS SHALL TYPICALLY BE A "TROWEL APPLIED" BITUMINOUS MASTIC COMPOUND IN ACCORDANCE WITH ASTM C-76 (OR C-14) AS MAY BE APPLICABLE OR RUBBER "O"-RING GASKET JOINTS CONFORMING TO ASTM C-443). LOCATIONS WHERE THE STORM SEWER CROSSES WATERMAINS AN "O"-RING JOINT IN ACCORDANCE WITH ASTM C-361 SHALL BE USED.
3. STORM SEWER MANHOLES SHALL BE PRECAST STRUCTURES, WITH THE DIAMETER DEPENDENT ON THE PIPE SIZE AND WITH APPROPRIATE FRAME AND LIDS (SEE CONSTRUCTION STANDARDS). LIDS SHALL BE IMPRINTED "STORM SEWER". ALL FLARED END SECTIONS SHALL HAVE A FRAME & GRATE INSTALLED.
4. THESE FRAME AND GRATES FOR STORM STRUCTURES SHALL BE USED UNLESS OTHERWISE INDICATED ON THE PLAN SET, USE NEENAH R-1712 OPEN LID (OR EQUAL) IN PAVEMENT AREAS, USE NEENAH R-1772-B OPEN OR CLOSED LID (OR EQUAL) IN GRASS AREAS, USE NEENAH R-3015 (OR EQUAL) FOR B6.12 CURB AREAS, AND NEENAH R-3509 (OR EQUAL) FOR DEPRESSED CURB AREAS.
5. STRUCTURES FOR SANITARY AND STORM SEWERS AND VALVE VAULTS FOR WATER SHALL BE IN ACCORDANCE WITH THESE IMPROVEMENT PLANS AND THE APPLICABLE STANDARD SPECIFICATIONS. WHERE GRANULAR TRENCH BACKFILL IS REQUIRED AROUND THESE STRUCTURES THE COST SHALL BE CONSIDERED AS INCIDENTAL AND SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR THE STRUCTURE.
6. ALL STORM SEWERS AND WATERMAINS SHALL HAVE COMPACTED CA-7 GRANULAR BEDDING, A MINIMUM OF 4" BELOW THE BOTTOM OF THE PIPE FOR THE FULL LENGTH. BEDDING SHALL EXTEND TO THE SPRING LINE OF THE PIPE. COST FOR THE BEDDING SHALL BE INCLUDED WITH THE UNIT PRICE BID FOR THE PIPE.
7. THE UNDERGROUND CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING ANY EXCAVATION FOR THE INSTALLATION OF THE SEWER OR WATER SYSTEMS. ANY Dewatering encountered shall be incidental to the respective underground utility.
8. ALL STRUCTURES SHALL HAVE A MAXIMUM OF 8" OF ADJUSTING RINGS, UNLESS OTHERWISE NOTED.
9. ALL TOP FRAMES FOR STORM AND VALVE VAULT COVERS AND B-BOXES ARE TO BE ADJUSTED TO MEET FINAL FINISH GRADE UPON COMPLETION OF FINISHED GRADING AND FINAL INSPECTIONS. THIS ADJUSTMENT IS TO BE MADE BY THE UNDERGROUND CONTRACTOR AND THE COST IS TO BE INCIDENTAL TO THE UNDERGROUND CONTRACTOR SHALL INSURE THAT ALL ROAD AND PAVEMENT INLETS OR STRUCTURES ARE AT FINISHED GRADE. ANY ADJUSTMENTS NECESSITATED BY THE CURB OR PAVING CONTRACTOR TO ACHIEVE FINAL RIM GRADE, RESULTING IN AN EXTRA FOR SAID ADJUSTMENTS, WILL BE CHARGED TO THE UNDERGROUND CONTRACTOR.
10. ALL FLOOR DRAINS AND FLOOR DRAIN SUMP PUMPS SHALL DISCHARGE INTO THE SANITARY SEWER.
11. ALL DOWNSPOUTS, FOOTING DRAINS AND SUBSURFACE STORM WATERS SHALL DISCHARGE INTO THE STORM SEWER OR ONTO THE GROUND AND BE DIRECTED TOWARDS A STORM SEWER STRUCTURE.
12. ANY ANTICIPATED COST OF SHEETING SHALL BE REFLECTED IN THE CONTRACT AMOUNTS. NO ADDITIONAL COST WILL BE ALLOWED FOR SHEETING OR BRACING.
13. THE CONTRACTOR SHALL INSTALL A 2"x4"x8" POST ADJACENT TO THE TERMINUS OF THE SANITARY SERVICE, WATERMAIN, SERVICE, SANITARY MANHOLES, STORM STRUCTURES, AND WATER VAULTS. THE POST SHALL EXTEND A MINIMUM OF 4 FT. ABOVE THE GROUND. SAID POST SHALL BE PAINTED AS FOLLOWS: SANITARY-GREEN, WATER-BLUE, AND STORM-RED.
14. IT SHALL BE THE RESPONSIBILITY OF THE UNDERGROUND CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

EARTHWORK

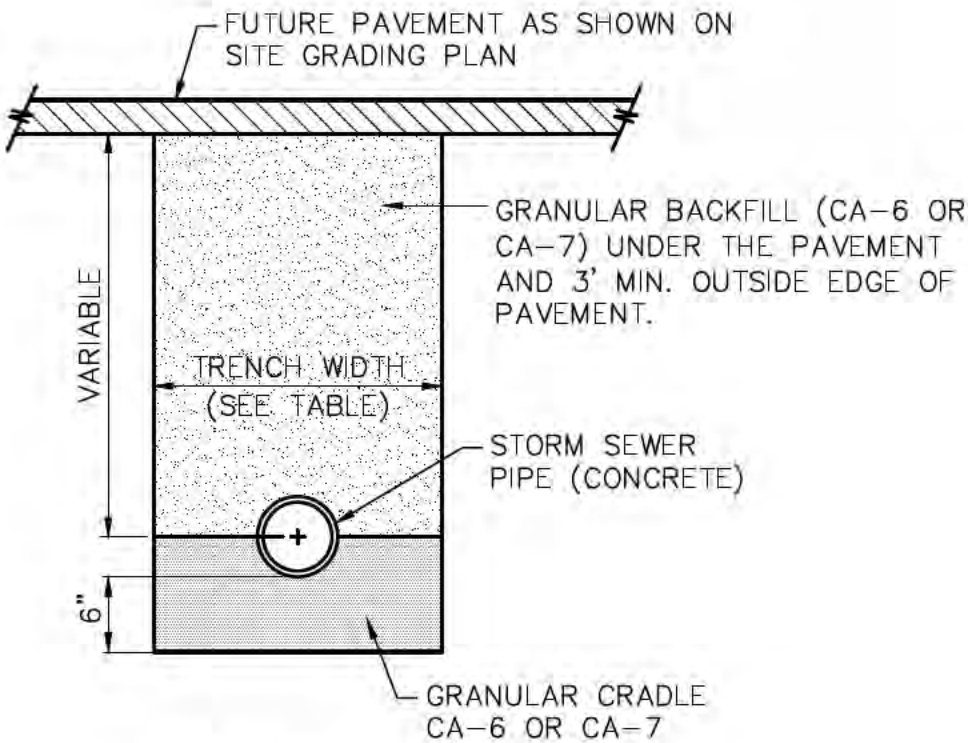
1. ALL EARTHWORK OPERATIONS SHALL BE IN ACCORDANCE WITH SECTION 200 OF THE I.D.O.T. SPECIFICATIONS.
2. THE CONTRACTOR SHALL PROTECT ALL PROPERTY PINS AND SURVEY MONUMENTS AND SHALL RESTORE ANY WHICH ARE DISTURBED BY HIS OPERATIONS AT NO ADDITIONAL COST TO THE CONTRACT.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ALL MATERIAL QUANTITIES AND APPRISE HIMSELF OF ALL SITE CONDITIONS. THE CONTRACT PRICE SUBMITTED BY THE CONTRACTOR SHALL BE CONSIDERED AS LUMP SUM FOR THE COMPLETE PROJECT. NO CLAIMS FOR EXTRA WORK WILL BE RECOGNIZED UNLESS ORDERED IN WRITING BY THE OWNER.
4. PRIOR TO ONSET OF MASS GRADING OPERATIONS THE EARTHWORK CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SOIL EROSION CONTROL SPECIFICATIONS, INITIAL ESTABLISHMENT OF EROSION CONTROL PROCEDURES AND THE PLACEMENT OF SILT FENCING, ETC. TO PROTECT ADJACENT PROPERTY SHALL OCCUR BEFORE MASS GRADING BEGINS, AND IN ACCORDANCE WITH THE SOIL EROSION CONTROL CONSTRUCTION SCHEDULE.
5. THE GRADING OPERATIONS ARE TO BE CLOSELY SUPERVISED AND INSPECTED, PARTICULARLY DURING THE REMOVAL OF UNSUITABLE MATERIAL AND THE CONSTRUCTION OF EMBANKMENTS OR BUILDING PADS, BY THE SOILS ENGINEER OR HIS REPRESENTATIVE. ALL TESTING, INSPECTION AND SUPERVISION OF SOIL QUALITY, UNSUITABLE REMOVAL AND ITS REPLACEMENT AND OTHER SOILS RELATED OPERATIONS SHALL BE ENTIRELY THE RESPONSIBILITY OF THE SOILS ENGINEER.
6. THE GRADING AND CONSTRUCTION OF THE SITE IMPROVEMENTS SHALL NOT CAUSE PONDING OF STORM WATER. ALL AREAS ADJACENT TO THESE IMPROVEMENTS SHALL BE GRADED TO ALLOW POSITIVE DRAINAGE.
7. THE PROPOSED GRADING ELEVATIONS SHOWN ON THE PLANS ARE FINISH GRADE. A MINIMUM OF SIX INCHES (6") OF TOPSOIL IS TO BE PLACED BEFORE FINISH GRADE ELEVATIONS ARE ACHIEVED.
8. THE SELECTED STRUCTURAL FILL MATERIAL SHALL BE PLACED IN LEVEL UNIFORM LAYERS SO THAT THE COMPACTED THICKNESS IS APPROXIMATELY SIX INCHES (6"). IF COMPACTION EQUIPMENT DEMONSTRATES THE ABILITY TO COMPACT A GREATER THICKNESS, THEN A GREATER THICKNESS MAY BE SPECIFIED. EACH LAYER SHALL BE THOROUGHLY MIXED DURING SPREADING TO INSURE UNIFORMITY.
9. EMBANKMENT MATERIAL WITHIN ROADWAY, PARKING LOT, AND OTHER STRUCTURAL CLAY FILL AREAS SHALL BE COMPACTED TO A MINIMUM OF NINETY-FIVE PERCENT (95%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM SPECIFICATION D-1557 (MODIFIED PROCTOR METHOD), OR TO SUCH OTHER DENSITY AS MAY BE DETERMINED APPROPRIATE BY THE SOILS ENGINEER. EMBANKMENT MATERIAL FOR BUILDING PADS SHALL BE COMPACTED TO A MINIMUM OF NINETY-FIVE (95%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM DESIGNATION D-1557 (MODIFIED PROCTOR METHOD) OR TO SUCH OTHER DENSITY AS MAY BE DETERMINED APPROPRIATE BY THE SOIL ENGINEER.
10. EMBANKMENT MATERIAL (RANDOM FILL) WITHIN NON-STRUCTURAL FILL AREAS SHALL BE COMPACTED TO A MINIMUM OF NINETY PERCENT (90%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM SPECIFICATION D-157 (MODIFIED PROCTOR METHOD).
11. THE SUB GRADE FOR PROPOSED STREET AND PAVEMENT AREAS SHALL BE PROOF-ROLLED BY THE CONTRACTOR AND ANY UNSTABLE AREAS ENCOUNTERED SHALL BE REMOVED AND REPLACED AS DIRECTED BY THE SOILS ENGINEER.
12. SOIL BORING REPORTS, IF AVAILABLE, ARE SOLELY FOR THE INFORMATION AND GUIDANCE OF THE CONTRACTORS. THE OWNER AND ENGINEER MAKE NO REPRESENTATION OR WARRANTY REGARDING THE INFORMATION CONTAINED IN THE BORING LOGS. THE CONTRACTOR SHALL MAKE HIS OWN INVESTIGATIONS AND SHALL PLAN HIS WORK ACCORDINGLY. ARRANGEMENTS TO ENTER THE PROPERTY DURING THE BIDDING PHASE MAY BE MADE UPON REQUEST OF THE OWNER. THERE WILL BE NO ADDITIONAL PAYMENT FOR EXPENSES INCURRED BY THE CONTRACTOR RESULTING FROM ADVERSE SOIL OR GROUND WATER CONDITIONS.
13. IT SHALL BE THE RESPONSIBILITY OF THE EXCAVATION CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

PAVING & WALKS

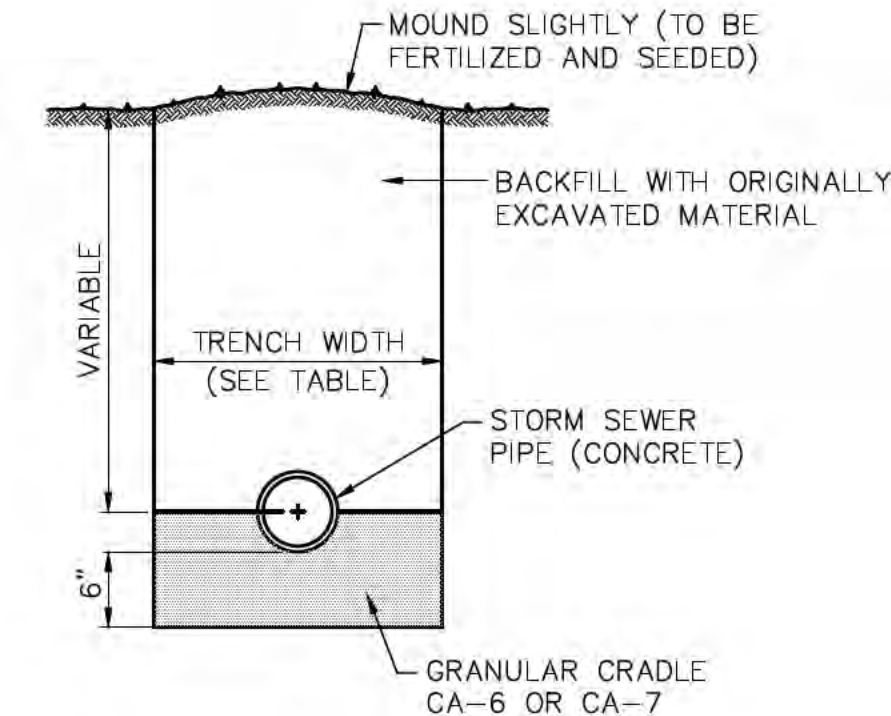
1. WORK UNDER THIS SECTION SHALL INCLUDE FINAL SUBGRADE SHAPING AND PREPARATION: FORMING, JOINTING, PLACEMENT OF ROADWAY AND PAVEMENT BASE COURSE MATERIALS AND SUBSEQUENT BINDER AND/OR SURFACE COURSES; PLACEMENT, FINISHING AND CURING OF CONCRETE; FINAL CLEAN-UP; AND ALL RELATED WORK.
2. ALL PAVING AND SIDEWALK WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS (I.D.O.T.) AND PER LOCAL REGULATIONS.
3. SUBGRADE FOR PROPOSED PAVEMENT SHALL BE FINISHED BY THE EXCAVATION CONTRACTOR TO WITHIN 0.1 FOOT, PLUS OR MINUS, OF THE PLAN ELEVATION. THE PAVING CONTRACTOR SHALL SATISFY HIMSELF THAT THE SUBGRADE HAS BEEN PROPERLY PREPARED AND THAT THE FINISH TOP SUBGRADE ELEVATION HAS BEEN GRADED WITHIN TOLERANCES ALLOWED IN THESE SPECIFICATIONS. UNLESS THE PAVING CONTRACTOR ADVISES THE OWNER AND ENGINEER IN WRITING PRIOR TO FINE GRADING FOR BASE COURSE CONSTRUCTION, IT IS UNDERSTOOD THAT HE HAS APPROVED AND ACCEPTS THE RESPONSIBILITY FOR THE SUBGRADE. PRIOR TO PLACEMENT OF PAVEMENT BASE MATERIALS, THE PAVING CONTRACTOR SHALL FINE GRADE THE SUBGRADE SO AS TO INSURE THE PROPER THICKNESS OF PAVEMENT COURSES. NO CLAIMS FOR EXCESS BASE MATERIALS DUE TO IMPROPER SUBGRADE PREPARATION WILL BE HONORED.
4. THE PROPOSED PAVEMENT SHALL CONSIST OF THE SUB-BASE COURSE, BITUMINOUS AGGREGATE BASE COURSE, BITUMINOUS BINDER COURSE, AND BITUMINOUS SURFACE COURSE, OF THE THICKNESS AND MATERIALS AS SPECIFIED ON THE CONSTRUCTION PLANS. PRIME COAT SHALL BE APPLIED TO THE SUB-BASE COURSE AT A RATE OF 0.5 GALLONS PER SQUARE YARD. UNLESS SHOWN AS A BID ITEM, PRIME COAT SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT. ALL PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "I.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", CURRENT EDITION.
5. AFTER THE INSTALLATION OF THE BASE COURSE, ALL TRAFFIC SHALL BE KEPT OFF THE BASE UNTIL THE BINDER COURSE IS LAID. AFTER INSTALLATION OF THE BINDER COURSE AND UPON INSPECTION AND APPROVAL BY GOVERNING AUTHORITY, THE PAVEMENT SHALL BE CLEANED, PRIMED AND THE SURFACE COURSE LAID. ALL DAMAGED AREAS IN THE BINDER, BASE OR CURB AND GUTTER SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER PRIOR TO LAYING THE SURFACE COURSE. THE PAVING CONTRACTOR SHALL PROVIDE WHATEVER EQUIPMENT AND MANPOWER IS NECESSARY, INCLUDING THE USE OF POWER BROOMS TO PREPARE THE PAVEMENT FOR APPLICATION OF THE SURFACE COURSE. EQUIPMENT AND MANPOWER TO CLEAN PAVEMENT SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE CONTRACT. PRIME COAT ON THE BINDER COARSE SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT AND SHALL BE APPLIED TO THE BINDER AT A RATE OF 0.5 GALLONS PER SQUARE YARD.
6. CURING AND PROTECTION OF ALL EXPOSED CONCRETE SURFACES SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.
7. SIDEWALKS SHALL BE OF THE THICKNESS AND DIMENSIONS AS SHOWN IN THE CONSTRUCTION PLANS. ALL SIDEWALK CONCRETE SHALL DEVELOP A MINIMUM OF 3,500-PSI COMPRESSIVE STRENGTH AT 28 DAYS. CONSTRUCTION JOINTS SHALL BE SET AT 5' CENTERS, AND 3/4" PRE-MOLDED FIBER EXPANSION JOINTS SET AT 50' CENTERS AND WHERE THE SIDEWALK MEETS THE CURB, A BUILDING, OR ANOTHER SIDEWALK, OR AT THE END OF EACH POUR. ALL SIDEWALKS CONSTRUCTED OVER UTILITY TRENCHES SHALL BE REINFORCED WITH THREE NO. 5 REINFORCING BARS (10' MINIMUM LENGTH). ALL SIDEWALKS CROSSING DRIVEWAYS SHALL BE A MINIMUM OF 6" THICK AND REINFORCED WITH 6X6 #6 WELDED WIRE MESH. ALL SIDEWALKS SHALL BE BROOM FINISHED. IF A MANHOLE FRAME FALLS WITHIN THE LIMITS OF A SIDEWALK, A BOX-OUT SECTION SHALL BE PLACED AROUND THE MANHOLE FRAME WITH A 3/4" EXPANSION JOINT.
8. BACKFILLING ALONG PAVEMENT SHALL BE THE RESPONSIBILITY OF THE EARTHWORK CONTRACTOR.
9. IT SHALL BE THE RESPONSIBILITY OF THE PAVING CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIAL AND DEBRIS, WHICH RESULTS FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.
10. TESTING OF THE SUB-BASE, BASE COURSE, BINDER COURSE, SURFACE COURSE AND CONCRETE WORK SHALL BE REQUIRED IN ACCORDANCE WITH THE "I.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" CURRENT EDITION, AND IN ACCORDANCE WITH THE SPECIFIC REQUIREMENTS OF THE GOVERNING MUNICIPALITY. A QUALIFIED TESTING FIRM SHALL BE EMPLOYED BY THE OWNER TO PERFORM THE REQUIRED TESTS.
11. PAINTED PAVEMENT MARKINGS AND SYMBOLS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 1095 OF IDOT STANDARD SPECIFICATIONS, OR THE TYPE AND COLOR AS NOTED ON THE CONSTRUCTION PLANS.
12. PAINTED PAVEMENT MARKINGS AND SYMBOLS SHALL BE INSTALLED ONLY WHEN THE AMBIENT AIR TEMPERATURE IS 40 DEGREES FAHRENHEIT AND THE FORECAST CALL FOR RISING TEMPERATURES.
13. ALL EXISTING CURB AND PAVEMENT SHALL BE PROTECT DURING CONSTRUCTION. ANY DAMAGE TO THE CURB OR PAVEMENT WILL BE REPAIRED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.
14. ANY SIDEWALK THAT IS DAMAGED OR NOT ADA COMPLIANT, INCLUDING SIDEWALK RAMPS, MUST BE REPLACED PRIOR TO FINAL INSPECTION APPROVAL.

ALL DISTURBED AREAS
SHALL BE SEEDED WITH
IDOT CLASS 1A SEEDMIX

INSIDE DIAMETER OF STORM SEWER (INCHES)	MAXIMUM TRENCH WIDTH
6	3'-2"
8	3'-2"
12	3'-4"
15	3'-6"
18	3'-10"
21	4'-4"
24	4'-8"
27	4'-11"
30	5'-3"
36	6'-4"
42	6'-11"
48	7'-6"
54	8'-7"
60	9'-2"
66	9'-9"
72	10'-4"
78	10'-11"
84	11'-6"
90	12'-1"
96	12'-8"
102	13'-3"
108	13'-10"

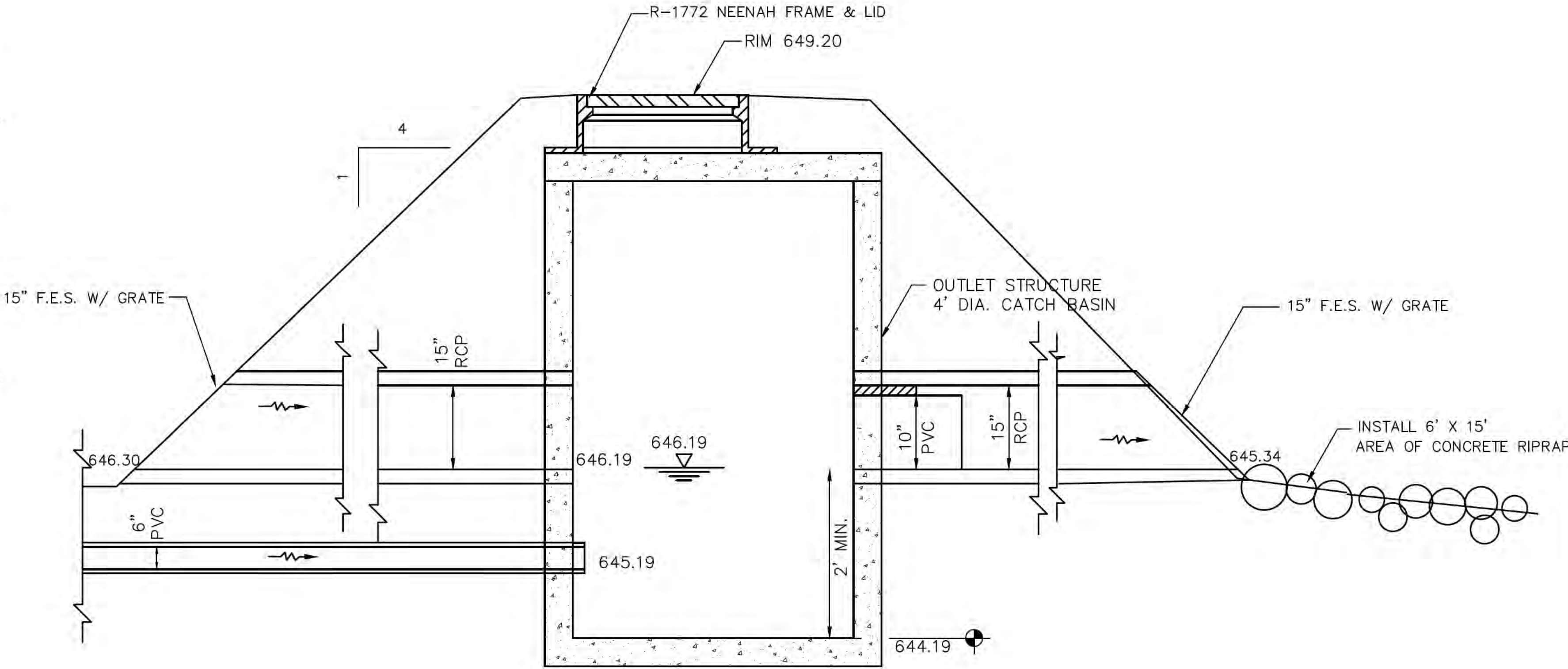


ALL PAVED AREAS

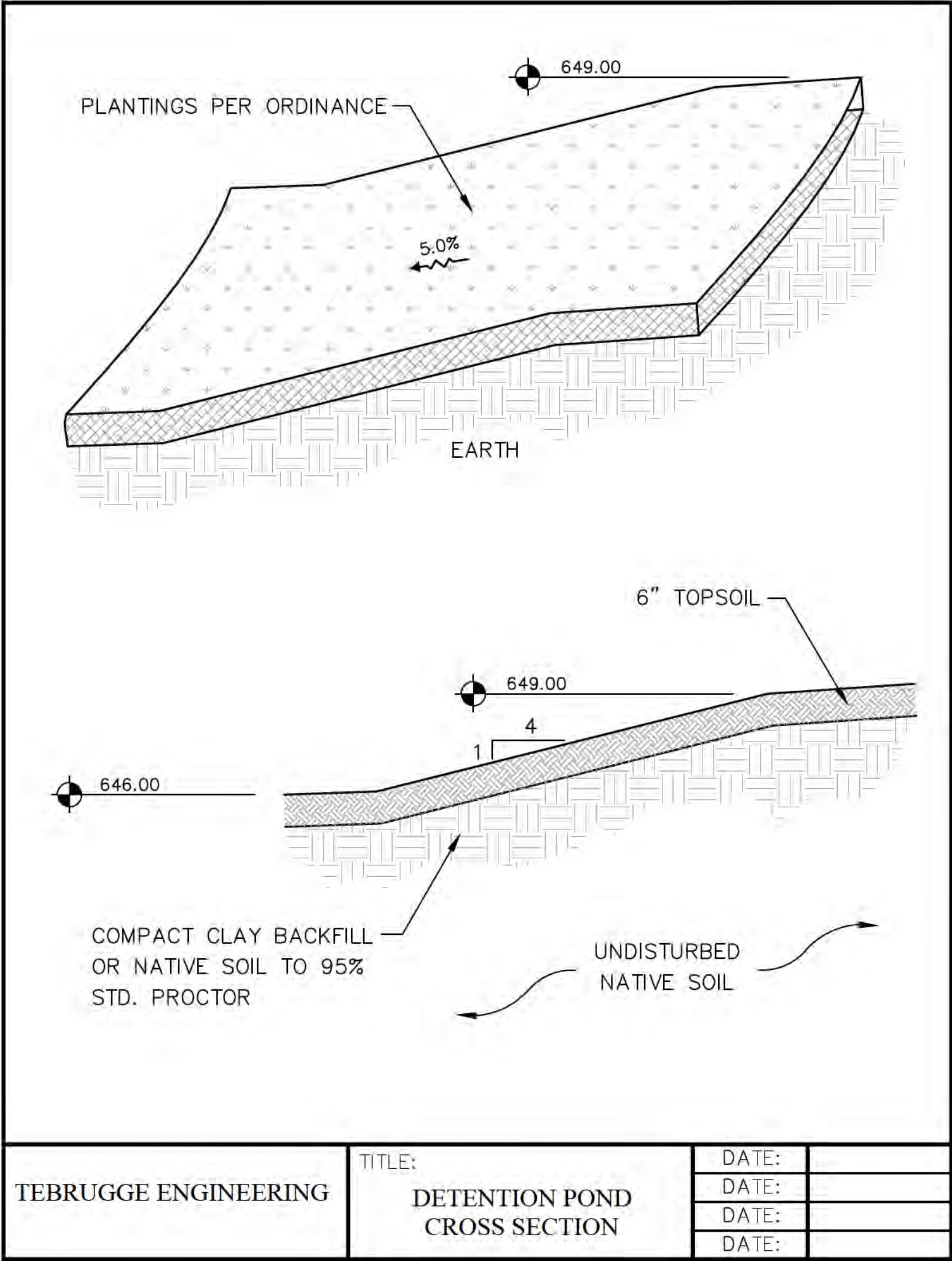


NON-PAVED AREAS

TRENCH DETAILS - STORM SEWER
N.T.S.



OUTFALL STRUCTURE WITH PVC RESTRICTOR
N.T.S.



TEBRUGGE ENGINEERING
TITLE: DETENTION POND CROSS SECTION
DATE: DATE: DATE: DATE:



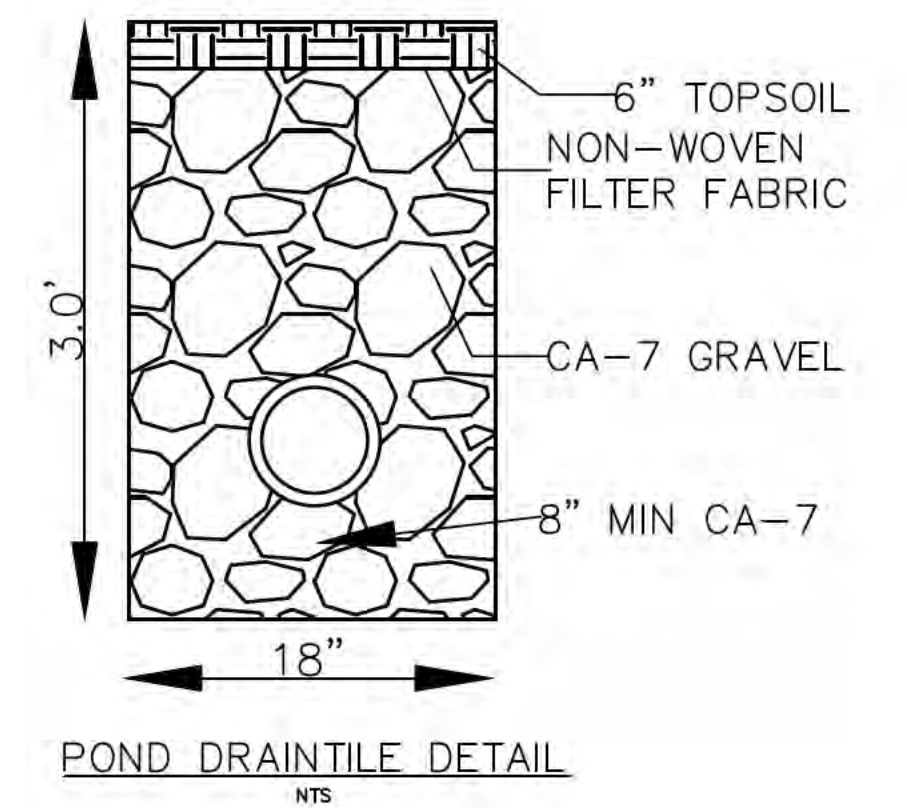
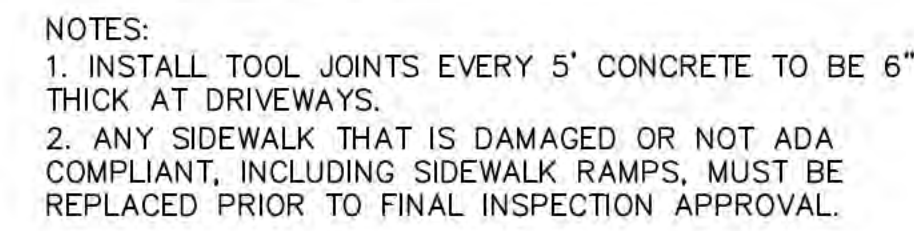
TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES
	1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24
	2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN
GENERAL NOTES & DETAILS

PROJECT NO.	23 555 01	SHEET NO.	11
SCALE:	NTS		
DATE:	JAN 22, 2024		



* RADIUS AS FURNISHED BY MANUFACTURER

ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE SHOWN.





Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 5/21/2024
Subject: Cordogan Clark Temporary Space Project Proposal
Prepared by: Christina Burns, County Administrator
Department: Administration

Action Requested:

Approval of a proposal for temporary swing space project from Cordogan Clark and Associates.

Board/Committee Review:

5/16/2024 Committee of the Whole: Discussion of temporary space during COB renovations

4/16/2024 County Board: Approval of Amendment No. 1 to the Master Architect/Engineering & Construction Manager Agreement with Cordogan Clark & Associates, Inc. (Phase 2 County Office Building)

Fiscal impact:

The project is expected to cost approximately \$450,000 depending on final project scope.

Background and Discussion:

The County Board approved proceeding with renovations at the County Office Building. Keeping staff in the facility during renovations negatively impacted the overall design and increased the cost by \$1.3 million and extended the length of the project. As a result, a temporary office space is necessary to house Treasurer, Assessor, Administration, PBZ and HR during construction. After evaluating a number of alternatives for temporary space, using currently vacant space in the County's courthouse appears to be the best use of County funds.

The Courthouse was constructed to accommodate the County's future growth. Over the past year, staff has worked with various departments with a plan to begin building out some of the currently vacant space to better accommodate current and future operations. Cordogan Clark is currently looking at ways to configure available space in the courthouse to accommodate County Office Building staff and the most immediately needed space among judicial staff. The intent is to do as little temporary work as possible, ensuring funds are used to support the long-term needs of the County.

Staff Recommendation:

Approval of a temporary swing space proposal from Cordogan Clark.

Attachments:

Approval of a proposal from Cordogan Clark and Associates for Temporary Swing Space.

May 14, 2024

Kendall County
111 West Fox Street
Yorkville, Illinois 60560
Attention: Chritina Burns

RE: KENDALL COUNTY TEMPORARY SWING SPACE PROJECT PROPOSAL

Dear Christina:

We appreciate the opportunity to present our proposal to Kendall County (KC) to provide professional architectural, interiors, SMEP engineering and construction management services under the Master Agreement for the Temporary Swing Space Interior Build-out as previously discussed and as noted below in the Project Description. Our team will ensure that the County receives the best and most attentive services at the best value. The project scope is identified below:

PROJECT DESCRIPTION:

Kendall County anticipates making significant improvements to the existing County Office Building (COB) and in Future Phases at the Sheriff's Office. The need to provide temporary swing space to house the Office functions of the COB and Sheriff's Office during the renovations and additions to those buildings is the primary driver to create this space. The cost savings and disruption avoidance to existing staff functioning and public interaction challenges, accessibility issues etc. will more than off set the investment in this temporary space. There are a number of options available to hose this space from a loaned building from the City of Yorkville in downtown to utilizing unbuilt shell space and other underutilized space in the Kendall County Courthouse. There are distinct pros and cons to each option. The use of a Kendall County asset (existing Courthouse) offers the advantage of being able to utilize some of the capital investment as permanent improvements to the Courthouse areas that can be utilized long term, once the temporary need seizes. At this time the focus of our efforts will be to refine the design of the Courthouse First Floor Option. The anticipated total project Budget of this work is in progress as the Courthouse Option is being created and reviewed with the Sheriff and other County representatives. We anticipate the range of the value this work being approximately \$450K. The higher cost can be attributed to the more permanant nature of some of the improvements that may remain as permanant improvements that would ultimately be offset by lower future build-out cost down the road.

PROPOSED COST OF WORK:

Cordogan Clark (CC) will provide basic Architectural, Structural and Mechanical, Electrical, Plumbing (SMEP) and Fire Protection Engineering services based on a fee percentage of 9.25% to 11% depending on the final construction cost budget(as defined in the Fee Schedule of the Master Agreement). The design fees will be reconciled and fixed as determined at the end of the design development phase agreed to estimate. Interior Design/Furniture Procurement Services via a Co-Op will be provided at a lump sum of \$6,000. Reimbursables such as printing and miscellaneous costs shall be provided at direct cost, and it is recommended that an allowance of \$1,000 be set aside for such items.

CC will also provide Construction Management Services (CM) on the project. The CM services would include preconstruction services (estimating, scheduling and constructability analysis) and can be completed for a lump sum of \$12,000. The CM services would include public bidding the project to local trade contractors and managing the construction with an on-site Superintendent and Project Manager which will be part of the Cost of the Work. The CM services fee for this project would be 4.75% (as defined in the Fee Schedule of the Master Agreement) of the cost of the work.

Outlined below is our understanding of the scope of work and our associated Architectural, Engineering and Construction Management fees for Phases 1 through 5.

Phase 1 – Schematic Design (20% of Total Fee)

Schematic design documents further establish and delineate the design concept. During the schematic design phase, we preliminarily evaluate the program, project budget, and design requirements. Based on final program and project budget requirements, we prepare for review and approval a set of preliminary design documents that illustrate the scale and relationship of project components. Final schematic design solutions are then developed and documented, including plans, elevations, and sections.

Phase 1 - Schematic Design Outline:

- Establish preliminary spatial relationships based on program
- Prepare design concept options; floor plans, interior elevations, ceiling plans
- Prepare exterior design enhancement for grant funding
- Prepare Structural, Mechanical, Plumbing, Electrical, Fire Protection (SMEP/FP) conceptual system approach

Phase 2 - Design Development (15% of Total Fee)

Design Development documents proceed from schematic design to further define, refine, and illustrate the design. The design development phase uses the approved schematic design solution as the foundation for an in-depth study of each aspect of the project.

Through comparative analysis we evaluate the most appropriate/effective method of resolving the design. Interior/exterior materials are selected to complement the design aesthetic. Each design aspect is evaluated, and use determined by its cost-effective ability to fulfill the programmatic needs.

Phase 2 - Design Development Outline:

- Prepare design development documents for preferred option including drawings and other documents that specify all design elements
- Review and identify building systems (SMEP/FP)
- Review and identify architectural/theme with relationship to color/material and space
- Coordinate planning and permit review process with those having jurisdiction
- Review systems, details, and material selections
- Participate in presentation to community if required

Phase 3 - Construction Documents (40% of Total Fee)

Construction documents depict and notate the project's design and physical form. This phase identifies complete bidding and construction documents for the purpose of soliciting competitive

bids from contractors to construct the project. Depending upon the actual services provided, these documents include all Architectural, SMEP/FP Drawings; project manual and specifications.

Phase 3 - Construction Documents

- Confirm client goals/objectives for content, detail, & packaging of bidding documents
- Prepare construction drawings based on client approved design development drawings
- Prepare specifications to accompany construction drawings
- Establish alternates, allowances, & contingencies
- Submit documents to agencies for permit

Phase 4 - Bidding & Negotiation (5% of Total Fee)

Following the project team's review of all contract documents and project specifications, and upon approval of this material, our project team assists with architectural/engineering input and review for obtaining construction subcontracts. Upon receiving bid information, our team will assist the client and contractor, if desired, with evaluating proposals for completeness and to assist in determining the lowest qualified bidder.

Phase 4: Bidding & Negotiation Outline:

- Assist in issuance of documents
- Submit documents to agencies for permit
- Prepare addenda, if required
- Recommend contractor(s) to owner for approval
- Participate in bidding and pre-bid conferences

Phase 5 - Construction Administration (20% of Total Fee)

Following the project team's review of all contract documents and project specifications, and upon approval of this material, our project team assists the client and contractor with architectural/engineering input and review for obtaining construction subcontracts. Upon receiving bid information, our team will assist the client and contractor, if desired, with evaluating proposals for completeness and to assist in determining the lowest qualified bidder.

Phase 5: Construction Administration Outline:

- Review/approve shop drawings and submittals
- Review/respond to contractor's requests for information
- Attend site construction meetings as needed
- Ongoing review of conformance with design intent
- Submittal processing & approvals
- Revise drawings & specifications as needed
- Request for Information (RFI) Reviews
- Architectural Supplemental Instructions (ASI) Management
- Review punch lists & review completion

CM PRECONSTRUCTION SERVICES

The Preconstruction Phase is crucial to the success of the construction project. It is the phase of developing a solution based on the cost, time and quality goals that were established in the strategic phase of the project. This part of the project can be defined by three individual phases: Conceptual, Design Development, and Construction Documents.

Schematic Design Phase Activities:

- Develop Master Schedule
- Estimates and preliminary Total Project Budget Allocations
- Review Permits/Approvals Process
- Develop Phased Construction Schedule
- Establish Allowances/Contingencies
- Review Drawings for Constructability
- Analyze Building Systems to define cost effective solutions

Design Development Activities:

- Establish General Conditions costs
- Define Logistics Plans
- Track and Review Permits/Approvals
- Update Cost Estimate based on Design Development Drawings & specifications
- Analyze Budget / Design / Needs
- Update Master Schedule
- Review Drawings for Constructability

Construction Documents Phase:

- Review Drawings for Constructability
- Establish Bid Alternates
- Provide Construction Schedule for Inclusion in Construction Documents
- Update Cost Estimate based on Construction Documents Drawings & specifications
- Finalize Logistics Plans
- Help in the Coordination of Permits/Approvals
- Review Construction Documents
- Update Master Schedule

Bidding Phase:

- Develop Interest in project from perspective Bidders
- Develop Scope of Work Specifications for multiple prime bid packages
- Manage Bidding Process

Construction Management Services During Construction

- Issue Contracts to lowest responsive & responsible prime Contractors
- Ensure review/approval, tracking and documentation of all contractors' submittals
- Furnish highly qualified, on-site supervision during construction as needed
- Expedite and manage responses to contractors' Requests for Information (RFIs)
- Conduct weekly on-site project status and safety meetings
- Provide oversight of trade coordination; expedite resolutions, document outcomes

- Manage and update project schedule as required
- Review and recommend approval/rejection of contractor's pay applications
- Develop punch list; oversee timely completion by contractors and/or vendors
- Ensure that as-built drawings are maintained by contractor during construction

Schedule

We understand the desired goal of Kendall County to have the project start construction in the Summer of 2024 with a project completion anticipated before Phase 2 COB construction starts in October 2024. We have based our proposal under this assumption.

We are confident that the deliverable that we will provide to your team will be of the highest caliber and accuracy having the full benefit of being produced by our integrated team of architects, engineers, interior designers and construction managers.

If this proposal meets your satisfaction, please sign on the following page and return a copy to us via email at bkronewitter@cordoganclark.com.

Respectfully Submitted,

Cordogan Clark



Brian K. Kronewitter, AIA, DBIA
Executive Vice President

Cordogan Clark

BY: 

Its representative

DATE: May 14, 2024

County of Kendall

BY:

Its representative

DATE:
