

AGENDA
FINANCE AND AUDIT COMMITTEE
TUESDAY, OCTOBER 25, 2011 – 9:30 A.M.
McHenry County Government Center – Administration Building
667 Ware Road – County Board Conference Room
Woodstock, IL 60098

- 1.0 Call to Order
- 2.0 Minute Approval
- 3.0 Public Comment
- 4.0 Presentation
- 5.0 New Business
 - 5.05 Resolution Approving Illinois Department of Transportation Land Acquisition for Improvements to U.S. 14 and an Emergency Appropriation to the Non-Departmental Fiscal Year 2011 Budget
 - 5.10 Resolution Appropriating Funds for the 2012 Transit Grant Program
 - 5.15 Resolution Approving an Intergovernmental Agreement Between the Village of Huntley, Kane County and McHenry County for Construction Engineering (Phase III) Services and Construction for a Full Interchange on Interstate 90 at Illinois Route 47
 - 5.20 Resolution Authorizing the Acceptance of the IL Department of Commerce and Economic Opportunity Grant #10-662002
 - 5.25 Resolution Authorizing the Acceptance of a Modification to the IL Department of Commerce and Economic Opportunity Grant #10-653002 and an Emergency Appropriation to the McHenry County Workforce Network Fiscal Year 2011 Budget
 - 5.30 Resolution Authorizing Approval of the County of McHenry's Property and Casualty Insurance Program for FY2011-2012
 - 5.35 Resolution Authorizing a Budget Line Item Transfer in the Facilities Management Fiscal Year 2011 Budget
 - 5.40 Resolution Authorizing Budget Line Item Transfers Between the Debt Service Funds in the Fiscal Year 2011 Budget
 - 5.45 Review of McHenry County Revolving Loan Application for Millennium Electronics International, Inc. (not in packet)
 - 5.50 Review of McHenry County Revolving Loan Application for LMM & Associates, Inc. (not in packet)
- 6.0 Old Business
- 7.0 Reports to Committee, as applicable
 - 7.05 Auditor's Report
 - 7.10 Contingency Reports
 - 7.15 Economic Development Corporation
 - 7.20 Convention & Visitors Bureau
- 8.0 Future Topics
- 9.0 Executive Session (as necessary)
- 10.0 Adjournment

FINANCE AND AUDIT COMMITTEE
McHenry County Government Center – Administration Building
667 Ware Road
Woodstock IL 60098

MINUTES OF TUESDAY, OCTOBER 11, 2011

Mr. Breeden, Chairman called the meeting to order at 9:30 a.m. The following Committee members were present: Scott Breeden; John Hammerand; Jim Heisler; Mary McCann; Mary Donner; Bob Bless and Tina Hill. Also in attendance: Pete Austin, County Administrator; Ralph Sarbaugh, Associate County Administrator-Finance; John Labaj, Deputy County Administrator; Pam Palmer, Auditor; Sandy Lewis, Mental Health; Dennis Sandquist, Planning and Development; Dave Christensen, Emergency Management Agency; Kathleen Bergan Schmidt, Kenneth Koehler, County Board Chairman; John Jung, Jr., Donna Kurtz and Ersel Schuster, County Board Members; Pam Cumpata, EDC; Cort Carlson, Convention and Visitors Bureau; Mark DeVries and Jeff Young, Division of Transportation; Bob Ivetic, Human Resources; Charlie Eldridge, EDC; and the press.

Scott Breeden, Chairman	
Bob Bless	Mary L. Donner
John Hammerand	James Heisler
Tina Hill	Mary McCann

MINUTES

Committee members reviewed the committee minutes of September 27, 2011. Ms. McCann made a motion, seconded by Mr. Bless to recommend approval of the above minutes as presented. The motion carried with all members present voting aye on a voice vote.

PUBLIC COMMENT

None

PRESENTATION

None

NEW BUSINESS

Resolution Approving the Purchase of Maintenance Equipment: Mr. DeVries and Mr. Young joined committee members to present a Resolution Approving the Purchase of Maintenance Equipment. Mr. Bless made a motion, seconded by Ms. McCann to recommend approval of the above Resolution as presented. Committee members were informed that the Transportation Committee previously approved the above Resolution. Committee members were informed that the Division of Transportation was approached by a vendor to test a new innovative piece of brine making and blending equipment. The vendor did some modifications to this piece of equipment based on the testing by this department. The equipment exceeded what the department thought it would do. The vendor offered this equipment for purchase to the department at a significantly reduced price. This machine will now free up an incredible amount of staff time. The department would not have considered this purchase without them being approached for this testing. This will be the only department within the United States to have this type of equipment. The total purchase price would have exceeded \$200,000 for the purchase of the complete system. The motion carried with all members present voting aye on a roll call vote. (Bless, Donner, Hammerand, Heisler, Hill, McCann, Breeden)

Mr. Sarbaugh requested that the committee take a moment to discuss its debt service payments with Mr. Anderson, the County's representative for underwriting services. Mr. Anderson joined the committee to answer any questions of the committee regarding debt services payments as discussed during the recent Committee of the Whole meeting. Committee members were reminded that there are several members of the County Board that feel they would like to eliminate some of the bond debts of the County. The Valley Hi debt will be paid off shortly and will come from the Valley Hi Enterprise Fund. Mr. Anderson reviewed the General Fund outstanding debts of the County. Staff has recommended that the reserves be used to make the annual debt service payments on the 2003 A (Courthouse Remodel) and 2003 C (Jail Project, 1st Issue) debt issuance. Mr. Anderson stated that the debts could be paid off though he questioned how these funds would be replenished if this was done. He stated that the main question should be how much should be spent now. He stated that it may be better to pay just a portion of the debts in order to see what goes on with the economy. Changes now could result in some interest rate risks. He stated that this is not a time sensitive issue. They can decide later in the year if additional payments should be made on the debts. He stated that this issue needs a lot of thought and consideration. Committee members stated they would like to review the "choices" along with what the consequences of these decisions would be. It was noted that way they will have actual numbers to review. Committee members were reminded

FINANCE AND AUDIT COMMITTEE

October 11, 2011

Page 2

that right now the economy is a tricky environment and the decisions need thoughtful review. Committee members requested information to be provided prior to the next committee meeting on the current outstanding debt and the consequences of paying off or down some of the debt. They requested this information prior to the committee meeting to allow for review by the committee members prior to the meeting. Committee members thanked Mr. Anderson for his input.

Resolution Authorizing the Purchase of One (1) New Vehicle and an Emergency Appropriation and Budget Line Item Transfer in the Coroner's Fund Fiscal Year 2011 Budget: Mr. Bless made a motion, seconded by Ms. McCann recommending approval of the above Resolution as presented. Committee members were informed that the Coroner is purchasing a vehicle for her department out of the coroner's fund. The motion carried with all members present voting aye on a roll call vote. (Bless, Donner, Hammerand, Heisler, Hill, McCann, Breeden)

Resolution Authorizing Monthly Transactions for the Delinquent Tax Program: Mr. Bless made a motion, seconded by Ms. Hill recommending approval of the above Resolution as presented. The motion carried with all members present voting aye on a roll call vote (Bless, Donner, Hammerand, Heisler, Hill, McCann, Breeden)

Resolution Authorizing Nunc Pro Tunc the Acceptance of the Illinois Department of Transportation IL Child Passenger Safety Program Grant and an Emergency Appropriation to the Sheriff's Fiscal Year 2011 Budget: Mr. Bless made a motion, seconded by Ms. McCann to recommend approval of the above Resolution as presented. Committee members were informed that the Sheriff's Department received the above grant and discovered a Resolution was never brought forward to accept the funds and adjust the budget to expend these grant funds. This Resolution corrects that oversight. The motion carried with all members present voting aye on a roll call vote (Bless, Donner, Hammerand, Heisler, Hill, McCann, Breeden)

Resolution Authorizing Acceptance of an IDOT Sustained Traffic Enforcement Program (STEP) Grant Award and an Emergency Appropriation to the Sheriff's FY11 Budget: Mr. Bless made a motion, seconded by Ms. McCann recommending approval of the above Resolution as presented. The department has been recognized by the Illinois Department of Transportation for their effective work implementing traffic safety campaigns. The grant funds will be used to conduct special enforcement for impaired driving mobilizations and/or occupant protection mobilizations. The motion carried with all members present voting aye on a roll call vote (Bless, Donner, Hammerand, Heisler, Hill, McCann, Breeden)

Resolution Authorizing a Contract with New Dawn Technologies, Inc. for JustWare Case Management Software and an Emergency Appropriation to the Non-Departmental Fiscal Year 2011 Budget: Mr. Bless made a motion, seconded by Ms. McCann to recommend approval of the above Resolution as presented. Committee members were informed that they could move ahead with this resolution or they could wait until after the COW meeting scheduled on November 1st, where they will be discussing this issue with the County Board. It was stated that if the County Board is ready to vote on this issue they can forward the Resolution directly to the County Board for consideration. If there is not a consensus, this item should be brought back to the committee for consideration. Mr. Hammerand made a motion to table this issue until a later date. Mr. Heisler seconded the motion. Committee members were reminded that if they table an issue they have to bring that issue back to the committee on a specific date. Mr. Hammerand and Mr. Heisler withdrew their motion and second. Mr. Bless and Ms. McCann withdrew their original motion and second. This item will be forwarded to the Committee of the Whole on November 1st for discussion.

Resolution Authorizing an Amendment to Resolution R-200708-10-208 Authorizing Adoption of Housing Investment Partnership (HOME) Program Funding for the 2007 Program Year and Authorizing an Amendment to Resolution R-201104-10-093 Authorizing Adoption of Housing Investment Partnership (HOME) Program Funding for the 2010 Program Year and an Emergency Appropriation to the CDBG-HOME FY2011 Budget and the Submittal of Amended Action Plans as Applicable to HUD: Ms. Hill made a motion, seconded by Ms. Donner recommending approval of the above Resolution as presented. Committee members were informed that this is the final cleanup for the 2007 program year. The 2007 program was combined with the 2009 program funds in order to bring this program year up to date. These funds have already been expended. This also brings the County's and HUD's program books current. The motion carried with all members present voting aye on a roll call vote (Bless, Donner, Hammerand, Heisler, Hill, McCann, Breeden)

FINANCE AND AUDIT COMMITTEE

October 11, 2011

Page 3

Resolution Authorizing Entering into a Contract with Verisight (Formerly RSM McGladrey) for Professional Services to Review and Update the County's Current Comprehensive Job Evaluation/Classification System and Corresponding Compensation Program: Mr. Bless made a motion, seconded by Ms. McCann recommending approval of the above Resolution as presented. Since this request is over \$20,000 the resolution was brought to committee for consideration. The funds for this project will come out of this year's budget, not to exceed \$21,500. Committee members questioned if this report could put pressure on our payroll. They were informed that it depends on the response to the report. Some individuals may be affected, though they don't believe there will be a huge change to the overall system. The motion carried with all members present voting aye on a roll call vote (Bless, Donner, Hammerand, Heisler, Hill, McCann, Breeden)

Review of Revolving Loan Request from Duraflex, Inc. (not in packet): Mr. Labaj presented two Revolving Loan Fund requests to the Committee. Mr. Labaj stated that there is currently over \$675,000 in funds available to lend. He also mentioned that of the ten active loans, only one is delinquent by more than 30 days. The overall fund is in excellent shape.

Duraflex Inc. has requested \$20,000 for the purchase of equipment for a five year term at an interest rate 2.46% (to be adjusted as of the day of Committee approval). The firm is a manufacturer specializing in bellows and tube engineering and manufacturing. The firm currently has a \$160,000 revolving loan with the County that closed on August of 2010. The loan repayment record has been perfect. The firm has continued to remain profitable despite the current economic conditions and have sufficient cash flow to take on the added debt. Resale value of equipment is sufficient collateral.

Ms. McCann made a motion, seconded by Mr. Heisler recommending approval of the loan request in the amount of \$20,000 for Duraflex, Inc. for a five year term. The motion carried with all members present voting aye on a roll call vote (Bless, Donner, Hammerand, Heisler, Hill, McCann, Breeden)

Mr. Labaj presented a \$160,000 loan request from General Assembly and Manufacturing Corp. for equipment and inventory and receivables financing. The firm is a manufacturer of mechanical assemblies, electrical assemblies and packaging, specializing in the custom assembly of small parts. Part of the request is for equipment to manufacture a line of mosquito abatement equipment for Clarke Environmental. Clarke originally produced it's our machines out of a factory it owned in Wisconsin, but has now decided to have General Assembly produce the equipment for it. The firm has remained profitable despite the current economy. The new equipment to be purchased with loan funds is not sufficient to collateralize the loan, therefore, exiting unencumbered equipment will also become part of the collateral. Committee member John Hammerand requested a listing of all equipment to be used as collateral as well as an evaluation. Additionally, Mr. Hammerand noted that there was not excess operational cash flow after debt service. He felt that this was cutting the firms finances too close. The Committee discussed the pro and cons of moving forward with the request. Ms. Donner made a motion, seconded by Ms. McCann recommending approval of the loan to General Assembly and Manufacturing Corp. with the loan being tied to the collateral with the underwriter determined rates. Committee members voiced concern that the company has no cushion in case of emergency. Committee members were informed that the loan will be used to fulfill the contracts received by the company. The underwriter recommended approval of this requests based on specific requirements of the loan. Ms. Donner made a motion, seconded by Mr. Bless to recommend the loan be subject to the seven (7) conditions as noted on page five (5) of the underwriter's analysis. Committee members were reminded that this type of loan is a text book case of why this revolving loan program was created. The motion to the amendment carried with all members present voting aye on a roll call vote (Bless, Donner, Hammerand, Heisler, Hill, McCann, Breeden) The original motion carried with a majority of members present voting aye on a roll call vote aye (Bless, Donner, Heisler, Hill, McCann, Breeden) nay (Hammerand)

Mr. Labaj asked for direction from the Committee on another revolving loan fund request he has received. The applicant is a service provider who wants to purchase an office condo for its business. The applicant is requesting 90% financing and a 15 year amortization schedule since this would be a real estate transaction. The Committee consensus was to bring forth the application but at something less than the 90% refinancing as currently proposed.

Ordinance Authorizing the Annual Appropriations for FY11-12 Budget (not in packet): Committee members were informed that this item is postponed until a later date. Committee members were informed that they decided to take a step back in order to provide a complete picture on the budget. An additional Finance and Audit Committee meeting will be scheduled for October 17th at 9:00a.m. to review the numbers for the budget.

FINANCE AND AUDIT COMMITTEE

October 11, 2011

Page 4

Ordinance Providing for the Levy of Taxes for McHenry County for Fiscal Year December 1, 2011 through November 30, 2012 (not in packet): Committee members were informed that this has been postponed.

REPORTS TO COMMITTEE, AS APPLICABLE

Auditor's Report: None. Ms. Palmer informed the committee that the office is gearing up for the 2011 audits. That process should begin the last week in November.

Contingency Report: Committee members reviewed the Contingency Report as of 10/5/2011.

FUTURE TOPICS

None

EXECUTIVE SESSION

None

ADJOURNMENT

Noting no further business, Ms. McCann made a motion, seconded by Mr. Hammerand to adjourn the meeting 10:35a.m. The motion carried with all ayes on a voice vote.

* * * * *

RECOMMENDED FOR BOARD/COMMITTEE ACTION:

- Resolution Authorizing the Purchase of Maintenance Equipment
- Resolution Authorizing the Purchase of One (1) New Vehicle and an Emergency Appropriation and Budget Line Item Transfer in the Coroner's Fund Fiscal Year 2011 Budget
- Resolution Authorizing Monthly Transactions for the Delinquent Tax Program
- Resolution Authorizing Nunc Pro Tunc the Acceptance of the Illinois Department of Transportation IL Child Passenger Safety Program Grant and an Emergency Appropriation to the Sheriff's FY2011 Budget
- Resolution Authorizing Acceptance of an IDOT Sustained Traffic Enforcement Program (STEP) Grant Award and an Emergency Appropriation to the Sheriffs FY2011 Budget
- Resolution Authorizing an Amendment to Resolution R-200708-10-208 Authorizing Adoption of Housing Investment Partnership (HOME) Program Funding for the 2007 Program Year and Authorizing an Amendment to Resolution R-201104-10-093 Authorizing Adoption of Housing Investment Partnership (HOME) Program Funding for the 2010 Program Year and an Emergency Appropriation to the CDBG-HOME FY2011 Budget and the Submittal of Amended Action Plans as Applicable to HUD
- Resolution Authorizing Entering into a Contract with Verisight (Formerly RSM McGladrey) for Professional Services to Review and Update the County's Current Comprehensive Job Evaluation/Classification System and Corresponding Compensation Program

:ksf

RESOLUTION

APPROVING ILLINOIS DEPARTMENT OF TRANSPORTATION LAND ACQUISITION FOR IMPROVEMENTS TO US 14 AND AN EMERGENCY APPROPRIATION TO THE NON-DEPARTMENTAL FISCAL YEAR 2011 BUDGET

WHEREAS, the County of McHenry is in ownership of property commonly known as 100 Virginia Street in Crystal Lake, Illinois (Parcel No. 1CV0221 & TE) in which the offices of the McHenry Health Department's Clinic and Animal Control are located; and

WHEREAS, the Illinois Department of Transportation has tendered an offer for the acquisition of a Fee Simple Title of 0.181 acre (7,884 square feet) and a Temporary Easement of 0.004 acre (179 square feet) of the property for proposed improvements of US 14; and

WHEREAS, in consideration of the acquisition of land and temporary easement the Illinois Department of Transportation has offered the County of McHenry the sum of fifty three thousand four hundred dollars (\$53,400); and

WHEREAS, per consultation with the County's Bond Council and State's Attorney's office, said funds can only be utilized for capital expenditures or towards the annual debt service payment.

NOW THEREFORE BE IT RESOLVED, that this County Board of McHenry County, Illinois hereby authorizes the acceptance of the acquisition amount offered by the Illinois Department of Transportation for .0181 acres of County property located at 100 Virginia Street, Crystal Lake, Illinois; and

BE IT FURTHER RESOLVED, that an emergency appropriation of \$53,400 to OCA 900020-6000 (Non-Departmental – Capital Projects) budget is also hereby authorized and is to be offset by a revenue budget line item entry to OCA 900020-9435 (Non-Departmental – State Reimbursements) to allow for the above proceeds of the acquisition to be allocated to approved County capital expenditures; and

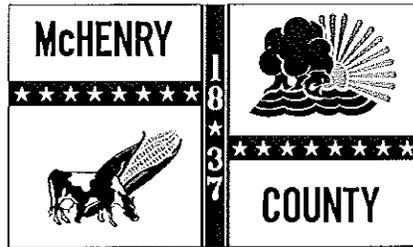
BE IT FURTHER RESOLVED, that the County Clerk is hereby requested to distribute a certified copy of this Resolution to the Auditor, the County Administrator, the Deputy County Administrator and the Associate County Administrator Finance.

DATED at Woodstock, Illinois this 1st day of November, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk



TO: Management Services Committee

FROM: John W. Labaj, Deputy County Administrator

DATE: October 12, 2011

RE: Illinois Department of Transportation Acquisition Offer 100 Virginia Street

Board/Committee Action Requested

Approval of Illinois Department of Transportation (IDOT) offer for acquisition of Fee Simple Title of 0.181 acre (7,884 square feet) and a Temporary Easement of 0.004 acre (179 square feet) from the property commonly known as 100 Virginia Street, Crystal Lake, Illinois.

Discussion

IDOT is in the process of acquiring rights of way and temporary easements to commence the improvement of US 14 from Crystal Lake to Woodstock. On September 20, 2011 McHenry County received an offer from IDOT for a needed acquisition and temporary easement along 100 Virginia Street which houses the McHenry County Health Department's Clinic and Animal Control facility. The acquisition and temporary easement are needed for the proposed expansion of US 14.

The McHenry County Health Department and the McHenry County Division of Transportation (McDOT) reviewed preliminary construction drawings provided by IDOT to the County to assess the impact, if any, the proposed taking would have on Health Department operations. It was determined that the acquisition and temporary easement will have no impact on any physical structure or operations of the facility.

Impact on Human Resources

No impact on Human Resources

Impact on Budget (Revenue, Expenses, Fringe Benefits)

IDOT has offered \$53,400 for the proposed acquisition and temporary easement (\$53,000 for the acquisition and \$400 for the temporary easement). That equates out to \$6.72 a square foot or \$292,723 an acre. The amount offered is fair and equitable and in keeping with comparables and McDOT acquisition experience in Crystal Lake.

Impact on Capital Expenditures

The facility was acquired and rehabilitated for the McHenry County Health Department with the proceeds of the Debt Certificate 2006-A. Therefore, acquisition proceeds must be used to either retire bond debt or capital improvement expenditures. It is recommended that acquisition proceeds be used to fund needed County capital improvements currently not funded.

Impact on Physical Space

No impact to physical space.

Impact on other County Departments or outside Agencies

Positive impact on capital needs of County Department(s).

Conformity to Board Ordinance and Policies

Conforms to Board policies to promote increased IDOT expenditures in the County to improve State Highways.

Attachments/Appendices

Resolution and State offering documents attached.

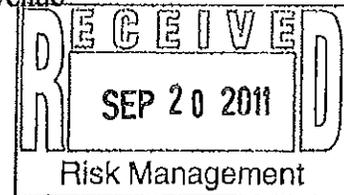


Illinois Department of Transportation

Division of Highways/District 1
201 West Center Court/Schaumburg, Illinois 60196-1096

LAND ACQUISITION

Project: US Rte 14
Limits: West Lake Shore Drive to Crystal Lake Avenue
Job No: R-91-015-98
Parcel No.: 1CV0221 & TE
County: McHenry



Certified Mail Receipt 7008 1140 0004 7443 2401
Return Receipt Requested

September 19, 2011

Mr. John Labaj, Deputy County Administrator
McHenry County
2200 N. Seminary
Woodstock, IL 60098

Dear Mr. Labaj:

Please find attached herewith a package of documents related to the acquisition of right of way as it proposed to improve US 14 from West Lake Shore Drive to Crystal Lake Avenue. This project requires the acquisition of a Fee Simple Title of 0.181 acre and a Temporary Easement of 0.004 acre (179 sq. ft.) from a property commonly known as 100 Virginia St. in Crystal Lake, or Parcel No. 1CV0221 & TE, which we find in the public records as owned by McHenry County.

The Department seeks a negotiated settlement with you for the purchase of this parcel. Please review our offer. We will consider any relevant materials you submit to us which you believe show a different value of the parcel. The construction schedule for this project requires that we obtain the parcel as soon as possible.

Enclosed in the package please find the following items:

1. Offer to Purchase / Basis of Compensation
2. The approved Appraisal and Review Appraisal
3. Plat of Highways and Legal Description
4. Title Commitment
5. Brochures entitled (i) A Landowner's Guide to Land Acquisition by the State and Eminent Domain and (ii) Highway Improvements & Property Rights

Page 2
September 19, 2011

If the offer herein is acceptable, the Department will prepare the necessary documents and funds to close the acquisition. Please be reminded that any encumbrances (liens, judgments, mortgages, unpaid taxes, etc.) must be released or paid from your proceeds to complete a negotiated settlement.

If you would like to meet in person to discuss the process of acquisition, the property affected by the taking, and the offer being made, please contact Ms. Sheila Derka at (847) 705-4291. Thank you in advance for your immediate attention and assistance in this matter.

Very truly yours,

Diane M. O'Keefe, P.E.
Deputy Director of Highways,
Region One Engineer

By: 
Jose Rios, P.E.
Bureau Chief of Land Acquisition

Enclosures



Route US Rte 14
 Section: W Lake Shore Dr to Dole Ave
 County: McHenry
 Project: _____
 Job No.: R-91-015-98
 Parcel No. 1CV0221 & TE

Owner(s) of Real Property: McHenry County
2200 Seminary Ave, Bld A, Woodstock, IL 60098

Location of Property: 100 Virginia Street
Crystal Lake IL 60014

Pursuant to 735 ILCS 30/10-5-15, the following has been prepared in order to fully inform you of the details of the acquisition of a portion of your property as right of way for the proposed improvement of US Route 14. The legal descriptions of the parcels to be acquired are found on the attached instruments of conveyance.

The amounts shown below are the full amounts of the approved values and are based on fair market value of the property. The fair market value of the part to be acquired is estimated without regard for any decrease or increase in the fair market value caused by the project for which the property is being acquired; however, the damage to the remaining property, if any, is estimated with full consideration of the effect of the proposed improvement.

1. Existing Property:

Total area 3.155 acres more or less

Highest and best use Office

2. Land to be Acquired In Fee Simple:

New right of way 0.181 acres

Existing right of way (when applicable) n/a acres

Total right of way 0.181 acres

3. Improvements and/or Fixtures to be Acquired:

n/a

4. Compensation for Land Acquired in Fee Simple:

Fair market value of the 0.181 acres to be acquired including all improvements as part of the whole property, based on an analysis of market data in the vicinity of the acquisition. \$ 53,000.00

Damage to the remaining property as a result of the acquisition (if any) \$ 0.00

Total compensation for permanent right of way acquired in fee simple \$ 53,000.00

Less cost of construction to be offset against total compensation \$ 0.00

Net compensation \$ 53,000.00

Benefits in the amount of \$0 have been estimated to the remaining property. These benefits have been offset against any possible damages but have not been offset against any part of the compensation of the part acquired.

5. Compensation for Easements Including Any Damages or Benefits:

Permanent Easements - n/a acres for n/a (state purpose) \$ 0.00

5 Year Temporary Easement - 0.004 acre (179 sq. ft.) for construction \$ 400.00

Total compensation for easements (when applicable) \$ 400.00

6. Total Compensation for Entire Acquisition, which includes all interests in the land required for the highway improvement and damages to the remainder property, if any. (sum of 4+5) \$ 53,400.00

7. Personal Property (Not Being Acquired) located on the Proposed Right of Way:
none

You may want to retain and remove from the right of way some, or all, of the improvements included in the acquisition. If so, the following owner-retention values have been established for the improvements listed above in item 3, and the total of the owner-retention values for the improvements retained will be deducted from the total compensation.

Improvement	Owner-Retention Value
<u>n/a</u>	\$ <u> </u>
	\$ <u> </u>

Any agreement to retain such improvements does not convey with it a permit to move the improvements on, or over, any state highway. Ms. Sheila Derka will be happy to furnish information for your use in applying for a permit if one is needed.

Deane O'Keefe
Regional Engineer 819

On behalf of the Illinois Department of Transportation, Division of Highways, and as outlined in the above summary, I hereby offer you the sum of \$53,400.00 for the property described on the attached instruments free and clear of all claims of other parties, liens, taxes and encumbrances.

Sheila Derka
Realty Specialist

9-19-11
Date

RESOLUTION

APPROPRIATING FUNDS FOR THE 2012 TRANSIT GRANT PROGRAM

WHEREAS, the McHenry County Board approved a McHenry County Transit Plan as the long-range transit plan for McHenry County on November 15, 2005 (R-200511-82-321); and

WHEREAS, the McHenry County Board appointed the McHenry County Transit Plan Implementation Task Force (ITF) on March 23, 2006 to make recommendations to implement the approved County Board Transit Plan; and

WHEREAS, the McHenry County Board approved \$421,346 on September 15, 2009 (R-200909-82-272) to fund seven recommendations of the ITF to collect ridership data, expand and coordinate services; and

WHEREAS, the McHenry County Board approved \$515,000 on February 15, 2011 (R-201102-82-036) to continue funding five projects to collect ridership data, expand service, and/or coordinate services including the County Pilot Program, the City of Marengo project, the Faith in Action of McHenry County project, the Algonquin Township Road District project, and the Veterans Assistance Commission project; and

WHEREAS, the McHenry County Fiscal Year 2012 Budget includes \$825,000 in County RTA Sales Tax funds for the Transit Grant Program; and

WHEREAS, McHenry County, through intergovernmental agreements, is to be reimbursed approximately \$550,000 in Fiscal Year 2012 from federal and local sources to supplement the funds expended for transit services.

NOW THEREFORE BE IT RESOLVED, with approval from the Transportation Committee and the Finance and Audit Committee, the McHenry County Board hereby appropriates the sum of eight hundred and twenty-five thousand dollars (\$825,000.00) from the County Regional Transportation Authority Fund (Dept. 82 OCA 820007 Obj. 4240) for the following projects:

- \$754,000.00 for the MCRide Dial-a-Ride Pace Contract (formerly known as the Pilot Program). This project will be reimbursed \$50,000 in Senior Grant funding and an estimated \$500,000 from the City of Crystal Lake, City of McHenry, and the City of Woodstock and USDOT.
- \$43,000.00 for data and additional transportation services to Faith in Action of McHenry County.
- \$13,000.00 for data and additional transportation services to the Algonquin Township Road District.
- \$10,000.00 for an additional weekday hour and Saturday service in the City of Marengo, Village of Union, Riley Township, and Marengo Township.
- \$5,000.00 for fuel and vehicle lease expenditures to the Veterans Affairs Commission; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit a certified copy of this resolution to the County Administrator, Deputy County Administrator, Associate County Administrator-Finance, and five copies to the Director of Transportation/County Engineer, four of to be distributed to project participants.

DATED at Woodstock, Illinois, this 1st day of November, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

RESOLUTION
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HUNTLEY, KANE COUNTY AND MCHENRY COUNTY FOR CONSTRUCTION ENGINEERING (PHASE III) SERVICES AND CONSTRUCTION FOR A FULL INTERCHANGE ON INTERSTATE 90 AT ILLINOIS ROUTE 47

WHEREAS, the economic viability and regional transportation network in and around the Huntley area and reaching northward into McHenry County is hampered by the existing partial interchange at Illinois Route 47 and Interstate 90 which only provides access to and from the east; and

WHEREAS, the Illinois State Toll Highway Authority (ISTHA), the Illinois Department of Transportation (IDOT), the Village of Huntley, and the Counties of Kane and McHenry are desirous to construct a full interchange and associated improvements at the Illinois Route 47/Interstate 90 interchange which is part of the approved FY 2011 to 2015 McHenry County Division of Transportation Highway Improvement Program; and

WHEREAS, all parties had previously entered into agreements as approved by the McHenry County Board on September 16, 2008 and September 15, 2009 to fund conceptual engineering studies and contract plans and specifications that were required to design said full interchange and was paid for by the Village and Counties; and

WHEREAS, Kane, McHenry, Huntley, IDOT and ISTHA desire to enter into an intergovernmental agreement for the Phase III Construction of the Project; and

WHEREAS, Kane, McHenry, Huntley, IDOT, and ISTHA have determined a mutually satisfactory allocation of responsibilities and all costs for the Project as set forth in the intergovernmental agreement; and

WHEREAS, McHenry County's remaining financial participation is estimated at \$4,900,000.00 which represents the County's estimated share of the project cost plus 20% contingency, less the amount that McHenry County has already committed to financially towards engineering.

NOW THEREFORE BE IT RESOLVED, by the County Board of McHenry County that the Intergovernmental Agreement between McHenry County, Kane County, the Village of Huntley, IDOT, and the ISTHA attached hereto and made a part hereof, is hereby approved; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of one million six hundred thirty-three thousand three hundred thirty-three dollars and thirty-three cents (\$1,633,333.33) from the RTA Sales Tax Fund for FY 2012, OCA code 820006-6095, one million six hundred thirty-three thousand three hundred thirty-three dollars and thirty-three cents (\$1,633,333.33) from the RTA Sales Tax Fund for FY 2013, OCA code 820006-6095, one million six hundred thirty-three thousand three hundred thirty-three dollars and thirty-three cents (\$1,633,333.33) from the RTA Sales Tax Fund for FY 2014, OCA code 820006-6095 for said agreement; and

BE IT FURTHER RESOLVED, that the Chairman is hereby authorized to execute said agreement; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit five certified copies of this resolution to the Director of Transportation/County Engineer, one each will be forwarded to the Village of Huntley, Kane County Division of Transportation, the Illinois Department of Transportation and the Illinois State Toll Highway Authority.

DATED at Woodstock, Illinois, this 1st day of November, A.D., 2011.

 KENNETH D. KOEHLER, Chairman
 McHenry County Board

ATTEST:

 KATHERINE C. SCHULTZ, County Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
THE COUNTY OF MCHENRY
THE COUNTY OF KANE
AND
THE VILLAGE OF HUNTLEY**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____ AD, 20___, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "TOLLWAY"; THE STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT"; THE COUNTY OF MCHENRY, a body corporate and politic of the State of Illinois, acting by and through its Division of Transportation, hereinafter called "MCHENRY COUNTY"; THE COUNTY OF KANE, a body corporate and politic of the State of Illinois, acting by and through its Division of Transportation, hereinafter called "KANE COUNTY"; and THE VILLAGE OF HUNTLEY, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE"; collectively referred to as "PARTIES" and individually referred to as "PARTY".

WITNESSETH:

WHEREAS, the PARTIES in order to facilitate the free flow of traffic and ensure safety to the motoring public, desire to improve the existing interchange at the Jane Addams Memorial Tollway (I-90) (hereinafter sometimes referred to as "Toll Highway") at Illinois Route 47, and included in TOLLWAY construction contract(s) including but not limited to TOLLWAY Contract I-11-5623 (hereinafter referred to as the "PROJECT") by making the following improvements:

Constructing the complete full access interchange as generally set forth in the preliminary plans therefore, entitled "I-90 Interchange with IL Route 47 Preliminary Submittal", dated 5/6/11 and any amendments made there to as agreed to by the PARTIES; and

WHEREAS, the PARTIES by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

WHEREAS, the TOLLWAY by virtue of its powers as set forth in the "Toll Highway Act," 605 ILCS 10/1 is authorized to enter into this AGREEMENT; and

WHEREAS, the DEPARTMENT by virtue of its powers as set forth in 605 ILCS 5/101 is authorized to enter into this AGREEMENT; and

WHEREAS, MCHENRY COUNTY by virtue of its powers as set forth in the County Code 55 ILCS 5/1-1001 is authorized to enter into this AGREEMENT; and

WHEREAS, KANE COUNTY by virtue of its powers as set forth in the County Code 55 ILCS 5/1-1001 is authorized to enter into this AGREEMENT; and

WHEREAS, the VILLAGE by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the parties hereto agree as follows:

I. ENGINEERING

- A. The VILLAGE, MCHENRY COUNTY and KANE COUNTY have agreed, to perform preliminary and final design engineering, obtain any necessary surveys, and prepare the final plans and specifications for the PROJECT, estimated at \$2,600,000, said costs to be shared equally among the VILLAGE, MCHENRY COUNTY and KANE COUNTY and to be credited as part of their overall PROJECT costs as detailed in the cost estimate, attached hereto as "EXHIBIT A". The VILLAGE, acting as lead agency for engineering, shall submit the preliminary and design engineering plans to the PARTIES for review and comment at the following stages of plan preparation:

60% Complete - Preliminary

90% Complete – Pre Final

100% Complete-Final

- B. The PARTIES shall review the plans and specifications which impact those highways under each PARTY's jurisdiction, within thirty (30) calendar days of receipt thereof. If the VILLAGE does not receive comments or objections from the PARTIES within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the PARTIES shall mean the PARTIES agree with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the highway under the jurisdiction of each PARTY. In the event of disapproval, the PARTIES will detail in writing their objections to the proposed plans and specifications for review and consideration by the VILLAGE
- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.

- D. The final approved plans and specifications for the PROJECT shall be promptly delivered to the PARTIES by the VILLAGE.
- E. The VILLAGE agrees to prepare all permit applications subject to TOLLWAY approval for submittal by the TOLLWAY.
- F. The TOLLWAY agrees to assume the overall PROJECT responsibility for the submittal of environmental permit applications, including assuring that all permits (U.S. Army Corps of Engineers, Office of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, etc.) wetland mitigation and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authority allow, with the timely acquisition and clearance of said permits mitigation and agreements, and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- G. The VILLAGE agrees to assume the responsibility for the development of the required PROJECT wetland mitigation strategy to be in compliance with all applicable Federal and State laws of which the TOLLWAY agrees to assume the responsibility for the implementation of the stated strategy which is to be assumed as part of the overall PROJECT cost.
- H. The TOLLWAY shall require all construction performed within the TOLLWAY's rights of way to comply with the TOLLWAY Standard Specifications and Supplemental Specifications for construction issued on June 1, 2011, as amended, and shall require all work performed within the DEPARTMENT's rights of way to conform to the current DEPARTMENT's Standards and Specifications.

II. RIGHT OF WAY

- A. The VILLAGE as part of Phase II Engineering shall perform all survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction of the PROJECT pursuant to the plans and specifications as part of the overall PROJECT costs.
- B. The TOLLWAY shall obtain and prepare all right of way title work for use by the VILLAGE as part of the TOLLWAY's overall costs, and the TOLLWAY shall be credited an estimated \$340,000 towards the TOLLWAY's overall PROJECT costs. Upon receipt of the plats and legal descriptions from the VILLAGE, the TOLLWAY shall acquire the necessary right of way (both permanent and temporary) for the construction of the PROJECT as part of the overall PROJECT costs to be shared by all PARTIES in accordance with Section V.

- C. Right of way acquired exclusively for improvements to Illinois Route 47, I-90 or for other property or improvements to be maintained by the PARTIES (if needed), shall be acquired in the name of the TOLLWAY free and clear of all encumbrances and shall be conveyed by the TOLLWAY to the respective PARTY having jurisdiction and ownership after acquisition thereof by the TOLLWAY.
 - a. Parcel plats and legal descriptions for property required for TOLLWAY facilities shall conform to the TOLLWAY format.
- D. Right of way previously acquired by any of the PARTIES other than the TOLLWAY, (if any) shall be transferred by those PARTIES to the PARTY having jurisdiction and ownership, free and clear of any encumbrances, and the PARTY acquiring the right of way, upon proper documentation as outlined in Section II Subsection G, shall be credited that amount.
- E. It is understood that none of the PARTIES have consented in this AGREEMENT to the transfer of any interest in their property or rights of way which they deem necessary for the maintenance and operation of their respective highway systems.
- F. The DEPARTMENT agrees to convey fee simple title to the TOLLWAY of all right of way acquired by the DEPARTMENT that the TOLLWAY requires for the maintenance and operation of I-90 at no cost to the TOLLWAY, by virtue of its powers as set forth in 20 ILCS 2705/550.
- G. Right of way costs shall include the purchase price thereof, as well as the costs of negotiations, appraisals, title evidence, relocation assistance payment, property management, and such legal fees and expenses as may be necessary to acquire said right of way. These costs are to be considered PROJECT costs and shall be credited to the PARTY assuming those costs as part of their contribution as shown on EXHIBIT A.
- H. The DEPARTMENT, the VILLAGE and KANE COUNTY agree that prior to the award of the contract for the construction of the PROJECT, KANE COUNTY shall transfer, the VILLAGE shall accept jurisdiction and ownership of KANE COUNTY Highway No. 52 (commonly known as Manning Road) in its entirety from its intersection with KANE COUNTY Highway No. 21 (commonly known as Big Timber Road) to its intersection with Illinois Route 47 to the VILLAGE under a separate document(s) not germane to this AGREEMENT. The DEPARTMENT shall approve said jurisdictional transfer.

III. UTILITY RELOCATION

- A. The VILLAGE agrees to provide the PARTIES, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within the existing PARTIES rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the TOLLWAY shall identify adjustments to the aforementioned existing utilities.

- B. The VILLAGE agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- C. Each PARTY agrees to make arrangements for and issue all necessary utility permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within the PARTIES existing rights of way, and on PARTIES proposed rights of way where improvements are proposed to be done in conjunction with the PROJECT, in accordance with the individual PARTIES Utility Policies.
- D. The PARTIES further agree if an individual PARTY incurs any out of pocket costs in causing the aforementioned existing utilities to be adjusted the costs thereof are to be considered PROJECT costs and shared by all PARTIES as shown on EXHIBIT A.

IV. CONSTRUCTION

- A. The TOLLWAY shall advertise and receive bids, obtain each individual PARTY's concurrence as to the amount of bids (for work to be funded wholly or partially by the PARTY) before award, award the contract(s) subsequent to January 1, 2012, provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the PARTIES as hereinafter stipulated in Section V.
- B. After award of the construction contract(s), any proposed changes to the plans and specifications that affect any of the PARTIES shall be submitted to that individual PARTY for approval prior to commencing such work. Proposed changes that increase the cost of the PROJECT greater than 2% shall be deemed to affect a PARTY and/or all of the PARTIES. The PARTY or PARTIES in question shall review the proposed changes and indicate its approval or disapproval thereof in writing. If the proposed change to the plans and specifications are not acceptable, the PARTY shall detail in writing its specific objections. If the TOLLWAY receives no written response from the PARTY within fifteen (15) calendar days after delivery to the PARTY of the proposed change, the proposed change shall be deemed approved by the PARTY. Notwithstanding any disapproval by the PARTY, the TOLLWAY may, after considering the PARTY's objections, proceed as the Chief Engineer of the TOLLWAY deems appropriate.
- C. After award of the construction contract(s), assuming there are no proposed changes to the plans and specifications that affect any of the PARTIES, the TOLLWAY shall provide thirty (30) calendar days written notice to the PARTIES prior to commencement of work on the PROJECT.
- D. The TOLLWAY shall require its contractor(s) working within the PARTIES respective rights of way to comply with the indemnification provision contained at Section 107.26 in the TOLLWAY Standard Specifications Supplemental Specifications for construction, issued on June 1, 2011 or the indemnification provision in the applicable version of the TOLLWAY's Standard Specifications subsequently in effect.

- E. The TOLLWAY's sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract(s). The TOLLWAY shall carry out applicable requirements of 49 CFR Part 26, in the award and administration of DEPARTMENT assisted contracts. Failure by the TOLLWAY to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DEPARTMENT deems appropriate.
- F. The TOLLWAY shall require that each PARTY, and their agents, officers and employees be included as additional insured PARTIES in the General Liability Insurance the TOLLWAY requires of its contractor(s) and that the PARTIES will be added as an additional protected PARTY on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).
- G. Each PARTY with jurisdiction over any right of way that is part of the PROJECT and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects their highway system. Each PARTY with jurisdiction over right of way that is part of the PROJECT shall assign personnel to perform inspections on behalf of that PARTY of all work included in the PROJECT that affects their individual right of way, and will deliver written notices to the Chief Engineer of the TOLLWAY advising the TOLLWAY as to who has been assigned to perform said inspections. The PARTIES with jurisdiction over right of way that is part of the PROJECT, on their own behalf and on the behalf of any entity working on behalf of the PARTIES pursuant to this AGREEMENT, agree to the extent permitted by law, to indemnify and hold harmless the TOLLWAY, its officers, directors, employees and agents from and against, and shall pay all damages, costs and expenses, including attorneys' fees (including the internal costs related to the Attorney General of the State of Illinois) incurred by the Indemnified PARTIES with respect to any claim arising out of or relating to bodily injury, including death, or property damage caused by any of the PARTIES or their employees', agents' or representatives' acts or omissions in the performance of the PARTIES obligations pursuant to this paragraph.
- H. Notices required to be delivered by any PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- I. No inspections or approvals of the specifications or the work by any PARTY or their employees, officers or agents shall relieve the TOLLWAY's contractor(s) of responsibility and liability for the proper performance of the work as determined by the TOLLWAY. TOLLWAY inspections and approvals shall not be considered a waiver of any right the PARTIES may have pursuant to this AGREEMENT. All PARTIES communications and correspondence with the TOLLWAY's contractor(s) or relating to a contract shall be through the TOLLWAY, unless otherwise specifically approved by the Chief Engineer of the TOLLWAY. In the event a PARTY representative discovers PARTY related work that is not being performed or has not been performed in accordance with the approved plans and specifications, the representative shall promptly

notify in writing the Chief Engineer of the TOLLWAY or the Chief Engineer's duly designated representative.

- J. The TOLLWAY shall give notice to the PARTIES upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by various PARTIES, and each PARTY may make an inspection thereof not later than seven (7) calendar days after notice thereof. If the PARTY does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by that PARTY. At the request of the PARTY, the TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the PARTY representative shall give immediate verbal notice to the TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The PARTY shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the TOLLWAY that the deficiencies have been remedied.
- K. The TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the TOLLWAY Standard Specifications Supplemental Specifications for construction, issued on June 1, 2011 or the Canceled Items provision in the applicable version of the TOLLWAY's Standard Specifications. Any alteration that would increase the cost of the PROJECT greater than 2% shall require the approval of the PARTIES.

V. FINANCIAL

- A. It is mutually agreed by the PARTIES hereto that estimated cost of preliminary and final design engineering for the PROJECT is estimated at \$2,600,000. It is further agreed that the VILLAGE shall act as the lead agency for preliminary and final design engineering and share the initial cost equally with MCHENRY COUNTY and KANE COUNTY in accordance with the Resolution Authorizing an Intergovernmental Agreement with Kane County, McHenry County and the Village of Huntley – Start Up Agreement Engineering Services Agreement for the I-90/Route 47 Full interchange Engineering Design executed on May 22, 2008, the Intergovernmental Agreement Between the Village of Huntley, the County of McHenry and the County of Kane for Professional Engineering Services Interstate 90 at Illinois Route 47 Full Interchange dated May 22, 2008 and fully executed on November 14, 2008, and the Intergovernmental Agreement Between the Village of Huntley, the County of McHenry and the County of Kane for Phase II Design Engineering Services: I-90 at Route 47 Full Interchange dated October 7, 2009 and fully executed on November 16, 2009, which are attached hereto and referred to herein by reference. The shared costs shall be credited towards the VILLAGE, MCHENRY

COUNTY and KANE COUNTY's PROJECT obligation as hereinafter shown on EXHIBIT A.

- B. The TOLLWAY agrees to pay for PROJECT related right of way acquisition, construction engineering and construction costs subject to reimbursement as hereinafter stipulated.
- C. The PARTIES agree to pay their share of overall PROJECT costs as hereinafter stipulated and as shown on EXHIBIT A.
- D. It is mutually agreed by the PARTIES hereto that the estimated cost of the PROJECT is \$68,505,198.00 as shown on EXHIBIT A.
- E. It is further agreed that notwithstanding the estimated cost, the PARTIES will be responsible for the actual costs to construct the PROJECT. The obligations of the PARTIES shall be as follows and as shown on EXHIBIT A:

TOLLWAY	50.000%	
DEPARTMENT	25.979%	\$17,380,000 maximum.
VILLAGE	9.059%	
KANE COUNTY	8.427%	
MCHENRY COUNTY	6.535%	

- F. It is mutually agreed by the PARTIES hereto that credit(s) toward the PARTIES PROJECT obligations shall be predicated upon actual costs expended and the providing of proper documentation accepted by all PARTIES. The acceptance of proper documentation shall not be unreasonably withheld by any PARTY.
- G. The VILLAGE, KANE COUNTY, and MCHENRY COUNTY all agree that subsequent to the full execution of this AGREEMENT, upon award of the contract for the PROJECT, and receipt of an invoice from the TOLLWAY based on actual bid prices, each PARTY will pay to the TOLLWAY within thirty (30) calendar days of receipt of the invoice an amount equal to 33% of its obligation incurred under this AGREEMENT, based on actual bid prices. Upon the first anniversary of the award of the PROJECT and receipt of an invoice from the TOLLWAY based on actual bid prices, each PARTY will pay to the TOLLWAY within thirty (30) calendar days of receipt of the invoice an amount equal to 33% of its obligation. Upon the second anniversary of the award of the PROJECT and receipt of an invoice from the TOLLWAY, each PARTY will pay to the TOLLWAY within thirty (30) calendar days of receipt of the invoice an amount equal to 10% of its obligation based upon actual bid prices/final costs if available. Upon the third anniversary of the award of the PROJECT or first anniversary of the completion of the PROJECT, whichever comes first, each PARTY will pay to the TOLLWAY within thirty (30) calendar days of receipt of an invoice from the TOLLWAY the remainder of its obligation based upon final costs.

- H. The DEPARTMENT agrees that upon award of the contract for this PROJECT and receipt of an invoice from the TOLLWAY based on actual bid prices, the DEPARTMENT will pay to the TOLLWAY, an amount equal to 90% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final cost, up to a maximum amount of \$17,380,000.
- I. Any PARTY can cancel or request reconsideration of this AGREEMENT if prior to the award of the construction contract it is estimated that the total cost of the PROJECT will exceed \$68,505,198.00 by more than 20% or a construction contract has not been awarded within five (5) years of the effective date of this AGREEMENT. Any PROJECT costs incurred by any and all PARTIES prior to the cancellation or reconsideration of this AGREEMENT shall be shared pursuant to the allocation of PROJECT costs set forth in Section V Sub-Section E and be payable within thirty (30) calendar days of receipt of an invoice from the TOLLWAY.
- J. Any PARTY may request, after the construction contract(s) are let by the TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the TOLLWAY. With respect to this AGREEMENT, it either means the DEPARTMENT, MCHENRY COUNTY, KANE COUNTY, or the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the PARTIES, other than the TOLLWAY.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
- D. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.

- E. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
- F. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
- G. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
- H. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the parties hereto, to the motoring public, or to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- I. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- J. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one party to another concerning a matter covered by this AGREEMENT, for which the party transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- K. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a party may arrange for actual performance of the duty or provision of the service by another competent entity if the other party to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- L. The terms "consultation" or "consult with" refer to the duty of a party to give notice to the other party of a proposed action, with reasonable time for that party to respond, but the party with the duty to consult may proceed with the proposed action if the other party does not respond within the time frame set forth in the notice provided, or in the case of the TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.

- M. The term "approve" refers to the duty of a party not only to consult with the other party but also to provide consent for the proposed action and to retain a record which documents such consent.
- N. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- O. These are three types of bridge structures that intersect the TOLLWAY rights of way:
 - Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
 - Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
 - Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The TOLLWAY agrees to maintain, or cause to be maintained, I-90 in its entirety.
- B. The DEPARTMENT agrees to maintain, or cause to be maintained, Illinois Route 47, in its entirety except as noted herein. The DEPARTMENT shall be responsible for the roadway lighting along Illinois Route 47 that is required for the interchange and the associated limited transition lighting.
- C. KANE COUNTY agrees to retain jurisdiction of, maintain, or cause to be maintained, all highways under its jurisdiction affected by this PROJECT, in their entirety.
- D. The VILLAGE agrees to retain jurisdiction of, maintain, or cause to be maintained, all highways under its jurisdiction affected by this PROJECT, in their entirety. The VILLAGE further agrees that it shall be responsible for all roadway lighting along Illinois Route 47, installed as part of this PROJECT, beyond what is required for the interchange and associated limited transition lighting.
- E. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph O above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 3	Illinois Route 47

1. Type 1 - TOLLWAY Right of Way over a DEPARTMENT Roadway

The DEPARTMENT has all maintenance responsibility as to the following:

- a. All DEPARTMENT right of way, highway roadways, guardrail and other protective devices, pier protective structures or devices, roadway slopes and shoulders, including but not limited to the portions thereof underneath the grade separation structure;
- b. All drainage facilities on DEPARTMENT right of way which drain DEPARTMENT highway facilities, except such facilities installed by the TOLLWAY on DEPARTMENT property for the purpose of carrying exclusively Toll Highway drainage;
- c. All underpass lighting;
- d. All DEPARTMENT traffic signals;

The TOLLWAY has all maintenance responsibility as to all remaining portions of the TOLLWAY right of way at an intersection not maintained by the DEPARTMENT, as set forth herein, including but not limited to the entire grade separation structure, drainage facilities, bridge slope walls and embankments within TOLLWAY access control fencing, and fences.

2. Type 2 - DEPARTMENT Roadway over TOLLWAY Right of Way

The DEPARTMENT has all maintenance responsibility as to the following:

- a. All DEPARTMENT right of way and DEPARTMENT highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences.
- b. The following portions of the grade elevation structure:
 - c. The wearing surface;
 - d. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
 - e. Drainage facilities above structural beams and girders;
 - f. All lighting except underpass and as described herein;
 - g. All DEPARTMENT signals and signs;

- h. To the extent not addressed in other intergovernmental agreements to which the DEPARTMENT is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
- i. All drainage facilities carrying exclusively DEPARTMENT drainage.

The TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the DEPARTMENT as set forth herein, including but not limited to the following:

- j. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 - k. All fences along TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 - l. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 - m. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 - n. All underpass lighting.
3. Type 3 - Bridge Structure with a Partial or Complete Ramp Interchange System

The DEPARTMENT and the TOLLWAY shall have the same maintenance responsibilities for the grade separation structure as set forth above for "TOLLWAY over" and "DEPARTMENT over".

- a. At all bridge structures with a partial or complete interchange system; the DEPARTMENT has all maintenance responsibility for the following:
- b. All DEPARTMENT right of way, highway roadway and highway turning lane facilities, including pavement, curb and gutter, barrier wall, pavement marking deceleration and acceleration merging lanes contiguous to the DEPARTMENT highway pavement connecting the DEPARTMENT highway roadway pavement with TOLLWAY ramps;
- c. All grassed areas and embankments along DEPARTMENT highway roadway, outside fences installed to protect the Toll Highway;
- d. All traffic signals on the DEPARTMENT highway and at the intersections between the DEPARTMENT highway and the ramps to and from the Toll Highway;
- e. All guardrails on the DEPARTMENT right of way and highway roadway;

- f. All drainage facilities on DEPARTMENT highways, except for drainage structures under Toll Highway ramps;
- g. All lighting on the DEPARTMENT right of way and on areas of the intersection outside fences installed to protect the Toll Highway.

The TOLLWAY has all maintenance responsibility for the following:

- h. All ramp facilities on Toll Highway right of way or inside fences installed to protect the Toll Highway, and all pavement, shoulders, curb and gutter, pavement marking and delineators of both entrance and exit ramps onto and from the Toll Highway as follows:
 - i. At diamond interchanges, or where ramps are signalized, the TOLLWAY shall maintain ramps which intersect at approximately ninety (90) degrees to the DEPARTMENT highway, as well as right turn exit ramps for which no acceleration merge lane has been developed, to the point of connections with the DEPARTMENT's highway system which point shall be the longitudinal (to the DEPARTMENT highway roadway pavement), construction joint or edge of pavement of the outside (far right) through lane of the DEPARTMENT highway roadway;
 - j. At all ramps onto and from the Toll Highway for which acceleration-deceleration merge lanes, collector-distributor roads or through lanes have been developed at the connection with DEPARTMENT highway roadway, or which otherwise do not conform to the description in subparagraph (i) above, the TOLLWAY shall maintain ramps to a point of connection defined by a line drawn at a forty five (45) degree angle to the edge of pavement of the outside DEPARTMENT highway roadway through traffic lane (or collector-distributor lane) passing through the nose (gore) of the ramp to its intersection with the outside edge of said ramp;
 - k. At interstate to interstate interchanges, ramps, including traffic surveillance equipment, from one agency to another shall be maintained by the agency from which traffic is exiting to the point of connection of the exit ramp to the receiving agency mainline pavement. Notwithstanding, the TOLLWAY shall maintain all ramp bridge structures;
 - l. All grassed area and embankments, traffic signs, guardrail, drainage facilities and other structures not to be maintained by the DEPARTMENT as set forth above;
 - m. All lighting installed on TOLLWAY right of way or inside fences installed to protect the Toll Highway, for the purpose of illuminating the Toll Highway and ramps to and from the Toll Highway, except as otherwise specified elsewhere in this AGREEMENT;
 - n. Sound walls installed by the TOLLWAY.
- F. The PARTIES agree that the TOLLWAY reserves the exclusive right to approve the following:

1. Any and all signage affixed to the grade separation structure or placed on TOLLWAY right of way;
 2. The permitting of any and all loads traversing the grade separation structure which exceed the limits set forth in Title 92 Chapter 4 Part 2520 Appendix A of the Illinois Administrative Code;
 3. Pavement markings, including embedded reflectors;
 4. Standards governing right of way maintenance;
 5. Restriction of load limits for the grade separation structure, in the event bridge conditions so warrant, provided that the TOLLWAY will consult with the DEPARTMENT as to the bridge conditions which warrant such restrictions;
 6. Closure of lanes of traffic on the grade separation structure, for a repair or replacement project or in the event bridge conditions so warrant, provided that the TOLLWAY will consult with the DEPARTMENT before such closure;
 7. Attachment to the grade separation structure, or placement on or across TOLLWAY right of way, of any and all conduit, pipe, wire, pole, device or appurtenance, provided that if such attachment or placement is directly in connection with operation of the DEPARTMENT roadway or performance of DEPARTMENT maintenance obligations under this AGREEMENT, the DEPARTMENT may make such attachment or placement after consultation with the TOLLWAY.
- G. The PARTIES agree that each PARTY has the duty as set forth in this AGREEMENT to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- H. In the event that one PARTY observes that emergency maintenance is needed, then the observing PARTY shall immediately notify the others of the observed condition, the nature of the immediate need, and a general description of the measures the observing PARTY intends to take to remedy the immediate need. The observing PARTY may then implement such measures without consultation, provided however that the observing PARTY remains subject to such emergency response and disaster protocols as apply generally to governmental entities. The other PARTIES shall not be charged for the cost of the emergency measures taken by the observing PARTY, except after consultation and then only to the extent such maintenance is within the duties of the other PARTIES under this AGREEMENT.
- I. In the event that any PARTY places, on the grade separation structure or on the right of way of the other, appurtenances such as architectural enhancements, "gateway logos", conduit pipe, or other devices which are not directly required in connection with the TOLLWAY or DEPARTMENT roadway operations or required for the performance of maintenance obligations of the respective PARTY under this AGREEMENT, then the

PARTY placing such appurtenances shall have sole responsibility for all maintenance, repair, replacement, removal and/or renewal of such items, including such maintenance, repair, replacement, removal and/or renewal of such items which is necessitated by maintenance projects performed by the other PARTY pursuant to this AGREEMENT.

- J. Signalization and pavement markings at the interchange, if any, will be under the control of the DEPARTMENT. Such control shall be subject to reasonable review and approval of signal timing, traffic progression and pavement marking by the TOLLWAY. The DEPARTMENT consents to the interconnection of a Ramp Queue Detection/Warning System installed on Toll Highway exit ramps to both the temporary and permanent traffic signal system and will program the traffic signal option to give exit ramps priority to preclude exiting traffic from backing up onto TOLLWAY mainline pavement.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. It is understood and agreed by the PARTIES hereto that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES hereto regarding maintenance of any of the PARTIES highways and Toll Highway facilities within the limits of this PROJECT.
- B. During construction, the PARTIES shall continue to maintain all portions of the PROJECT within each PARTY's respective right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications.
- C. All items of construction which are stipulated in this AGREEMENT to be maintained by a PARTY(IES) shall, upon completion of construction and final inspection, be the sole maintenance responsibility of that PARTY(IES).
- D. The DEPARTMENT and the TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other PARTIES.
- E. Nothing herein is intended to prevent or preclude the PARTIES from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.
- F. The DEPARTMENT agrees to allow the TOLLWAY to review major roadway access issues along Illinois Route 47 that arise within one half (1/2) mile from the centerline of the I-90 Toll Highway. All access control shall be addressed for the mutual benefit of the DEPARTMENT and the TOLLWAY in an effort to maintain free traffic movement at points of intersection. The DEPARTMENT and the TOLLWAY encourage private sector funding of regional collector/distributor roadways to minimize throughway traffic impacts. For those sections where access control has been purchased by the TOLLWAY, the TOLLWAY agrees to review and coordinate access requests with the

DEPARTMENT. For those sections with no access control, the DEPARTMENT shall retain the exclusive statutory right to control access to Illinois Route 47.

- G. THE DEPARTMENT agrees to allow the TOLLWAY to review all signalization and timing issues that arise within one half (1/2) mile from the centerline of the I-90 Toll Highway on DEPARTMENT owned and maintained roadways. The DEPARTMENT agrees to discuss any reasonable comments and concerns with the TOLLWAY. The TOLLWAY's comments will primarily focus on safety considerations for priority traffic movement off of the Toll Highway to prevent backups which may extend onto the mainline pavement.
- H. The DEPARTMENT and the TOLLWAY agree to cooperatively manage incidents as expeditiously as possible to minimize impact and maximize response efficiency. Each agency shall be responsible for incident management within their jurisdictional limits and shall provide reciprocal timely incident response, management, and notification as need demands regardless of incident location.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an INTERGOVERNMENTAL AGREEMENT between the Illinois Department of Transportation, the County of McHenry, the County of Kane, the Village of Huntley, and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the TOLLWAY shall have jurisdiction of I-90 (Jane Addams Memorial Tollway) the DEPARTMENT shall retain jurisdiction of Illinois Route 47 traversed or affected by I-90 except as otherwise expressly provided for in this AGREEMENT, KANE COUNTY and the VILLAGE shall retain jurisdiction of their respective highways traversed or affected by I-90 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by any of the PARTIES is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be

changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.

- F. In the event of a dispute between the DEPARTMENT, MCHENRY COUNTY, KANE COUNTY, the VILLAGE and the TOLLWAY representatives in the preparation of the Plans and Specifications, or changes thereto, or in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the TOLLWAY, the Deputy Director/Region One District Engineer of the DEPARTMENT, the County Engineer of MCHENRY COUNTY, the Director of Transportation of KANE COUNTY and the Village Manager/Village Engineer of the VILLAGE shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications or in the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineer of the TOLLWAY shall be final.
- G. This AGREEMENT may be executed in five (5) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. The TOLLWAY agrees that in the event any work is performed by other than TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.
- I. Under penalties of perjury, the DEPARTMENT certifies that its correct Federal Tax Identification number is 10 0049401 and it is doing business as a governmental entity, whose mailing address is Illinois Department of Transportation, Region One/District One, 201 W. Center Court, Schaumburg, Illinois 60196.
- J. Under penalties of perjury, MCHENRY COUNTY certifies that its correct Federal Tax Identification number is _____ and it is doing business as a governmental entity, whose mailing address is McHenry County Division of Transportation, 16111 Nelson Road, Woodstock, Illinois 60098.
- K. Under penalties of perjury, KANE COUNTY certifies that its correct Federal Tax Identification number is 36-6006585 and it is doing business as a governmental entity, whose mailing address is Kane County Division of Transportation, 41W011 Burlington Road, Saint Charles, Illinois 60175.
- L. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is _____ and it is doing business as a governmental entity, whose mailing address is Village of Huntley, 10987 Main Street, Huntley, Illinois 60142.
- M. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.

- N. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within five (5) years subsequent to the date of execution of this AGREEMENT.
- O. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- P. The failure by any of the PARTIES to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by any of the PARTIES unless such provision is waived in writing.
- Q. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- R. All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To the TOLLWAY: Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515
Attn: Chief Engineer

To the DEPARTMENT: Illinois Department of Transportation
Region One/District One
201 W. Center Court
Schaumburg, IL 60196
Attn: Deputy Director/Region One Engineer

To MCHENRY COUNTY: McHenry County Division of Transportation
16111 Nelson Road
Woodstock, IL 60098
Attn: County Engineer

To KANE COUNTY: Kane County Division of Transportation
41W011 Burlington Road
Saint Charles, IL 60175
Attn: Director of Transportation

To the VILLAGE: Village of Huntley
10987 Main Street
Huntley, IL 60142
Attn: Village Manager

- S. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.
- T. The PARTIES certify that they are not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.
- U. The PARTIES certify that neither the PARTIES nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- V. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the TOLLWAY and/or the PARTIES under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The PARTIES further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the TOLLWAY Inspector General, the TOLLWAY Department of Internal Audit, the TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- W. Financial obligations of the DEPARTMENT and the TOLLWAY will cease immediately without penalty or further payment being required, if in any Fiscal Year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract(s). Notwithstanding, if this provision is triggered, all maintenance and non-financial obligations shall remain in force. Financial obligations will resume immediately, if in any Fiscal Year, the Illinois General Assembly or Federal funding source make funds available once again for this contract(s).

IN WITNESS THEREOF, the parties have executed this AGREEMENT on the dates indicated.

THE VILLAGE OF HUNTLEY

By: _____
Charles H. Sass, Village President

Attest: _____
Rita M. McMahan, Village Clerk

Date: _____

MCHENRY COUNTY

By: _____
Ken Koehler, Chairman,
McHenry County Board

Attest: _____
Katherine C. Schultz, Clerk,
McHenry County Board

Date: _____

KANE COUNTY

By: _____
Karen McConaughay, Chairman,
Kane County Board

Attest: _____
John A. Cunningham, Clerk,
Kane County Board

Date: _____

THE ILLINOIS DEPARTMENT OF TRANSPORTATION

By: _____
Ann L. Schneider,
Acting Secretary of Transportation

Date: _____

By: _____
Christine M. Reed
Director-Division of Highways
Chief Engineer

Date: _____

By: _____
Matt Hughes
Acting Director of Finance
and Administration

Date: _____

By: _____
Ellen J. Schanzle-Haskins
Chief Counsel

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Kristi Lafleur, Executive Director

Date: _____

By: _____
Michael Colsch, Chief of Finance

Date: _____

By: _____
Elizabeth M.S. Looby, Acting General Counsel

Date: _____

Approved as to form and constitutionality

Tiffany I. Bohn, Assistant Attorney General,
State of Illinois

JMR_IGA_ISTHA_IDOT_McHenryCo_KaneCo_Huntley_I90@IL47_Revised083011.doc

DRAFT

**EXHIBIT A
ESTIMATE OF COST PARTICIPATION**

<u>TYPE OF WORK</u>	<u>TOLLWAY</u>		<u>DEPARTMENT</u>		<u>VILLAGE</u>		<u>KANE COUNTY</u>		<u>MCHENRY COUNTY</u>		<u>TOTAL</u>
	<u>COST</u>	<u>%</u>	<u>COST</u>	<u>%</u>	<u>COST</u>	<u>%</u>	<u>COST</u>	<u>%</u>	<u>COST</u>	<u>%</u>	
All roadway work excluding the following:	\$ 17,611,776.50	50%	\$ 9,151,078.99	25.98%	\$ 3,191,253.93	9.06%	\$ 2,969,345.55	8.43%	\$ 2,300,098.03	6.53%	\$ 35,223,553.00
Bridge Work	\$ 3,059,410.50	50%	\$ 1,589,669.70	25.98%	\$ 554,365.18	9.06%	\$ 515,816.61	8.43%	\$ 399,559.01	6.53%	\$ 6,118,821.00
Sidewalk	\$ 9,970.00	50%	\$ 5,180.41	25.98%	\$ 1,806.57	9.06%	\$ 1,680.94	8.43%	\$ 1,302.08	6.53%	\$ 19,940.00
Lighting	\$ 908,360.50	50%	\$ 471,984.12	25.98%	\$ 164,594.92	9.06%	\$ 153,149.58	8.43%	\$ 118,631.88	6.53%	\$ 1,816,721.00
Watermain Work	\$ 86,961.00	50%	\$ -	0%	\$ 29,044.97	16.70%	\$ 29,044.97	16.70%	\$ 28,871.06	16.60%	\$ 173,922.00
Traffic Signal Work	\$ 636,438.50	50%	\$ 330,693.44	25.98%	\$ 115,322.66	9.06%	\$ 107,303.53	8.43%	\$ 83,118.87	6.53%	\$ 1,272,877.00
Land Acquisition	\$ 6,500,000.00	50%	\$ 3,377,400.00	25.98%	\$ 1,177,800.00	9.06%	\$ 1,095,900.00	8.43%	\$ 848,900.00	6.53%	\$ 13,000,000.00
Land Acquisition Title Work	\$ 170,000.00	50%	\$ 88,332.00	25.98%	\$ 30,804.00	9.06%	\$ 28,662.00	8.43%	\$ 22,202.00	6.53%	\$ 340,000.00
Utility Relocation	\$ 1,542,751.00	50%	\$ -	0%	\$ 515,278.83	16.70%	\$ 515,278.83	16.70%	\$ 512,193.34	16.60%	\$ 3,085,502.00
Wetland Mitigation	\$ 257,489.50	50%	\$ 133,791.54	25.98%	\$ 46,657.10	9.06%	\$ 43,412.73	8.43%	\$ 33,628.13	6.53%	\$ 514,979.00
Design Engineering	\$ 1,244,250.00	50%	\$ 646,512.30	25.98%	\$ 225,458.10	9.06%	\$ 209,780.55	8.43%	\$ 162,499.05	6.53%	\$ 2,488,500.00
Construction Engineering	\$ 2,225,191.50	50%	\$ 1,156,209.51	25.98%	\$ 403,204.70	9.06%	\$ 375,167.29	8.43%	\$ 290,610.00	6.53%	\$ 4,450,383.00
Subtotal	\$ 34,252,599.00		\$ 16,950,852.01		\$ 6,455,590.96		\$ 6,044,542.58		\$ 4,801,613.45		\$ 68,505,198.00
Credit for Design Engineering					\$ (866,667.00)	33%	\$ (866,667.00)	33%	\$ (866,667.00)	33%	\$ (2,600,000.00)
Credit for Land Acquisition Title Work	\$ (340,000.00)										\$ (340,000.00)
Total	\$ 33,912,599.00		\$ 16,950,852.01		\$ 5,588,923.96		\$ 5,177,875.58		\$ 3,934,946.45		\$ 65,565,198.00

- NOTES:**
1. The PARTIES hereto cost participation shall be predicated on the percentages shown above for the specified work.
 2. The PARTIES hereto cost's shall be determined by multiplying the final quantities times the contract(s) unit price.
 3. The VILLAGE, KANE COUNTY and MCHENRY COUNTY shall receive a credit towards their overall PROJECT costs by equally sharing the costs of preliminary and design engineering which includes obtaining any necessary surveys, and preparing the plans and specifications for the PROJECT.
 4. The TOLLWAY shall receive a credit towards its overall PROJECT costs by obtaining and preparing all right of way title work for use by the VILLAGE.
 5. The VILLAGE shall receive a credit towards its overall PROJECT costs from the VILLAGE's prior acquisition of 0.133 acres of land purchased for the PROJECT.
 6. The DEPARTMENT's total cost participation shall be based upon final costs up to a maximum amount of \$17,380,000.00.

R E S O L U T I O N**AUTHORIZING THE ACCEPTANCE OF THE IL DEPARTMENT OF
COMMERCE AND ECONOMIC OPPORTUNITY GRANT #10-662002**

WHEREAS, the IL Dept. of Commerce & Economic Opportunity has approved McHenry County Workforce Network's grant application for the period of July 1, 2011 through September 30, 2012; and

WHEREAS, said grant funds will be used to serve laid off workers from the following companies: Intermatic in Spring Grove, Allstate in South Barrington, Caps Visual in Chicago, Motorola in Schaumburg, Precision Dormer in Crystal Lake, Quad Graphics in Schaumburg and Wells Manufacturing Dura-Bar Division in Woodstock; and

WHEREAS, the total program cost of \$134,907 (amount of the grant) has been accounted for in the Workforce Network's fiscal year 2012 budget.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that the Chairman of the Board is hereby authorized to execute a grant agreement thereby accepting the IL Dept. of Commerce and Economic Opportunity grant in a total amount of \$134,097 for the period of July 1, 2011 through September 30, 2012; and

BE IT FURTHER RESOLVED, that these funds have been included in the Workforce Network Departmental FY 2012 revenue and expenditure budgets to be approved by the McHenry County Board in November 2011; and

BE IT FURTHER RESOLVED, that the Director of Workforce Network and the County Auditor shall reconcile Fund 90 for November 30, 2012 to assure that the correct fund carryovers are made as part of the annual County year-end process; and

BE IT FURTHER RESOLVED, that the Director of Workforce Network, in coordination and consultation with the State's Attorney, and the County Administrator, shall make timely recommendations to this County Board relative to those actions that will be necessary to appropriately adjust the administrative support expense commensurate with federal funding levels; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby requested to distribute a certified copy of this Resolution to the Director of Workforce Network; the Chairman of the Workforce Investment Board; the County Auditor; the Treasurer; the Associate County Administrator - Finance; and the County Administrator.

DATED at Woodstock, Illinois, this 1st day of November, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

COVER MEMORANDUM

TO: Virginia Peschke
FROM: Julie Courtney
DATE: October 21, 2011
SUBJECT: Resolution to accept Grant #10-662002 for the Workforce Network Dept.

Board/Committee Action Requested:

Request that the county board approve a resolution for McHenry County Workforce Network authorizing acceptance of Grant #10-662002 in the amount of \$134,097 to serve our Trade customers.

Background:

The Workforce Network department is located in the McHenry County Workforce Center located at 500 Russel Court in Woodstock, IL. This department is funded by the Illinois Dept. of Commerce and Economic Opportunity and is designed to provide assistance in Workforce Network activities including job search skills, resume writing, and training through a certified service provider to gain or upgrade skills to help eligible individuals become more employable.

Discussion:

We have been awarded \$134,097 in Trade funds. These funds will be used to provide vocational training for the dislocated workers from Intermatic in Spring Grove, Allstate in South Barrington, Motorola in Schaumburg, Precision Dormer in Crystal Lake, Quad Graphics in Schaumburg, Caps Visual in Chicago and Wells Manufacturing Dura-Bar Division in Woodstock.

Impact on Human Resources:

None.

Impact on Budget (Revenue, Expenses, Fringe Benefits):

These funds have been included in the revenue and budget in the FY 2012 budget to be approved by the McHenry County Board in November 2011.

Impact on Capital Expenditures:

None

Impact on Physical Space:

None

Impact on Other County Departments or Outside Agencies:

None

Conformity to Board Ordinances and Policies:

NA

Attachments/Appendices:

None

R E S O L U T I O N

AUTHORIZING THE ACCEPTANCE OF A MODIFICATION TO THE IL DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY GRANT #10-653002 AND AN EMERGENCY APPROPRIATION TO THE MCHENRY COUNTY WORKFORCE NETWORK FISCAL YEAR 2011 BUDGET

WHEREAS, the IL Dept. of Commerce & Economic Opportunity has approved additional funding in the amount of \$3,777 for McHenry County Workforce Network to provide support services to serve the TGAAA workers; and

WHEREAS, said grant funds will be used to provide case management services and support services to dislocated workers from Intermatic in Spring Grove, Allstate in South Barrington, Caps Visual in Chicago, Motorola in Schaumburg, Precision Dormer in Crystal Lake, Quad Graphics in Schaumburg and Wells Manufacturing Dura-Bar Division in Woodstock; and

WHEREAS, this additional award to the McHenry County Workforce Network will bring the total funds available for this program to \$319,501.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that the Chairman of the Board is hereby authorized to accept the additional funding of \$3,777 from the Illinois Department of Commerce and Economic Opportunity and provide assurances for the operation of this program; and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois that an emergency appropriation to the McHenry County Workforce Network FY 2010-2011 budget is also hereby authorized in the amount of \$3,777 to expenditure budget line item OCA 260002-5055(WN-Transportation) for the purpose of continuing said program and is to be offset by a revenue budget line item entry to OCA 260002-9405 (WN – Federal Government Grants); and

BE IT FURTHER RESOLVED, that the Director of Workforce Network and the County Auditor shall reconcile Fund 90 for November 30, 2011 to assure that the correct fund carryovers are made as part of the annual County year-end process; and

BE IT FURTHER RESOLVED, that the Director of Workforce Network, in coordination and consultation with the State's Attorney, and the County Administrator, shall make timely recommendations to this County Board relative to those actions that will be necessary to appropriately adjust the administrative support expense commensurate with federal funding levels; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby requested to distribute a certified copy of this Resolution to the Director of Workforce Network; the Chairman of the Workforce Investment Board; the County Auditor; the Treasurer; the Associate County Administrator - Finance; and the County Administrator.

DATED at Woodstock, Illinois, this 1st day of November, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

COVER MEMORANDUM

TO: Virginia Peschke
FROM: Julie Courtney
DATE: October 21, 2011
SUBJECT: Resolution for a Modification to Grant #10-653002 for the Workforce Network Dept.

Board/Committee Action Requested:

Request that the county board approve a resolution for McHenry County Workforce Network authorizing acceptance of a Modification to Grant #10-653002 adding in an additional \$3,777 to provide support services for the Trade customers.

Background:

The Workforce Network department is located in the McHenry County Workforce Center located at 500 Russel Court in Woodstock, IL. This department is funded by the Illinois Dept. of Commerce and Economic Opportunity and is designed to provide assistance in Workforce Network activities including job search skills, resume writing, and training through a certified service provider to gain or upgrade skills to help eligible individuals become more employable.

Discussion:

We have been awarded an additional \$3,777. These funds will be used to provide support services for the dislocated workers from Intermatic, Allstate, Motorola, Precision Dormer, Quad Graphics, Caps Visual and Wells Manufacturing Dura-Bar Division.

Impact on Human Resources:

None.

Impact on Budget (Revenue, Expenses, Fringe Benefits):

The Workforce Network FY 2011 county budget will need to be increased by \$3,777.

Impact on Capital Expenditures:

None

Impact on Physical Space:

None

Impact on Other County Departments or Outside Agencies:

None

Conformity to Board Ordinances and Policies:

NA

Attachments/Appendices:

None

**RESOLUTION
AUTHORIZING APPROVAL OF THE
COUNTY OF McHENRY'S PROPERTY AND CASUALTY
INSURANCE PROGRAM FOR FY 2011-2012**

WHEREAS, the County of McHenry's Insurance Broker of Record, Market Financial Group, Ltd. has solicited quotations on property, casualty and specialty insurance coverage from various insurance markets in addition to necessary services related to the administration of the County's Insurance Program for FY 2011-2012; and

WHEREAS, the Management Services Committee and Finance and Audit Committee reviewed the recommendations made by the Market Financial Group, Ltd. for causality, excess liability, property, professional liability, excess Workers' Compensation, employee thief, medical (dental clinic and inmate medical) coverage and third party claims management thought Go Self-Insured Inc.; and

WHEREAS, the Management Services Committee and the Finance and Audit Committee approved the recommendations for the County of McHenry's Insurance Program for the policy period beginning December 1, 2011 through December 1, 2012 as noted on the Attachments to this Resolution; and

WHEREAS, funding of the insurance premiums and related costs of the Insurance Program for FY 2011-2012 in the amount not to exceed nine hundred and sixty thousand (\$960,000) is budgeted in Department 18 Administration Fund 320, OCA 180320 Insurance Liability Fund.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that the Chairman of the Board is hereby authorized to execute the necessary documentation to bind insurance coverage and to obtain the related insurance services for the County of McHenry's Insurance Program for FY 2011-2012; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the County Auditor, County Administrator, Deputy County Administrator, Associate County Administrator for Finance and the Purchasing Director.

DATED at Woodstock, Illinois, this 15th day of November, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk



TO: Management Services Committee /
Finance and Audit Committee

FROM: John W. Labaj, Deputy County Administrator

DATE: October 18, 2011

SUBJECT: 2011-2012 County Insurance Program

Board/Committee Action Requested:

Staff is seeking the approval from the County Board of its recommendations for the County's Fiscal Year 2011-2012 Insurance Program as per the attached resolution.

Background:

Market Financial Group, Ltd., the County's broker and insurance consultant, obtained quotes from various insurance carriers for casualty, property, worker's compensation and other specialized insurance policies per consultation with the County on appropriate coverage levels for the 2011 through 2012 fiscal year. Their recommendations are contained in this memorandum. In addition, it is recommended that the County retain Go Self Insured Ltd. as its Third Party Administrator (TPA) to adjudicate workers' compensations and subrogated auto liability claims and Market Financial Group Ltd., for insurance consultant and broker services. Recommended carriers and coverage levels are reviewed in the text of this memorandum.

Discussion:

Casualty Insurance / Excess Liability

Staff directed the Market Financial Group to survey the marketplace for competitive quotes for casualty insurance. Solicitation and inquiries were sent to multiple companies. Gotham Insurance, One Beacon, Safety National and Travelers' Insurance prepared quotes. Gotham declined to submit a formal quote advising that their premium would be approximately \$500,000, One Beacon declined to submit a formal quote and Safety National has declined but may reconsider providing a proposal.

The County is in its third year with Travelers' Insurance Company as its major causality provider. Travelers' delivers a full insurance product, is fully staffed to adjudicate claims, provides in-house re-insurance and currently enjoys a Best Insurance rating of A+ Superior. Market Financial Group found no other causality insurer willing to compete with Travelers' on price or coverage. The proposed basic renewal rate is \$375,933 which reflects a 5.5% increase over the FY '10-'11 premium. Of the various line of coverage (General Liability, Employee Benefits, Employment Practices, Law Enforcement Auto Liability and Umbrella) the majority of the increase is under Public Entity Management and Umbrella coverage lines. This reflects a firming up in the national marketplace which in large part is due to the volume of sustained

weather related losses. Market Financial Group recommends the County continue to place its causality coverage with Travelers’.

Valley Hi Casualty Insurance/Excess Liability

The County has separately insured Valley Hi for the past three years. Last year’s coverage was switched to GuideOne Insurance, a mid-sized Iowa Insurance Company specializing in property and casualty insurance coverage for senior living facilities and home health care agencies. Both past insurer, CAN, and GuideOne submitted proposals.

GuideOne has submitted a proposal for \$97,268 which is an 8% decrease over last year’s premium. Reduction in premium can be attributed to GuideOne becoming more comfortable with the account, an excellent loss record and competition with CNA. Market Financial recommends retaining GuideOne as casualty excess insurer for Valley Hi.

Property/Boiler/Machinery

Market Financial solicited quotations for property/boiler/machinery insurance from Affiliated FM, Chubb, Hartford and Travelers’ Insurance. Affiliated FM, Chubb and Hartford were very interested in providing coverage but did not quote stating that they could not compete with Travelers’ on coverage and cost. The premium rates provided by Travelers’ reflect a level of comfort with our account that other carriers find difficult to match. Travelers’ has been the County’s long term property insurance provider for well over 18 years. The base Travelers’ quote of \$141,674 reflects a 1.8% over the FY ‘10-‘11 premium. The rate has stayed constant, but the premium increase reflects the addition of the new archive building. Market Financial recommends retaining the Travelers’ as the County’s property insurance carrier.

Professional Liability State’s Attorney, Public Defender, Judiciary

The County provides Professional Liability Insurance for the State’s Attorney and Public Defender through the National District Attorneys Association (NDAA). This is a long standing policy underwritten by Lloyds of London. Policy cost and coverage has not changed from last year. Market Financial recommends maintaining the current policy with NDAA. An additional line of coverage, Criminal Defense coverage, has been requested by the State’s Attorney’s Office. The accompanying chart details cost and coverage.

Additionally, the Insurance Liability Fund provides professional liability insurance to eight judges under a long standing policy with the Columbia Casualty Company. Market Financial has not found comparable insurance as competitively priced and therefore recommends renewal with Columbia. There is no premium increase over last year.

Crime and Fidelity

Market Financial has recommended retaining crime and fidelity coverage with Great American Insurance Company with a renewal premium of \$4,026, a slight decrease from last year.

Dental Clinic Professional Liability

Landmark American Insurance Company has quoted coverage for the Health Department's Dental Program at \$19,082, which represents a premium increase of 41%. The increase is due to patient increase of approximately 4,000 to 7,000. The policy will also provide professional liability insurance for one dentist at the clinic. Market Financial recommends maintaining coverage with Landmark American Insurance Company.

Inmate Medical

The County has purchased a long standing policy through the International Medical Group (IMG) / Sirius for excess medical in the event of a catastrophic medical need of a jail inmate. Unfortunately, coverage under the policy has deteriorated over the years necessitating a search for alternative coverage. An alternate proposal for Correct Care Solution (CCS), our current jail medical provider, through Gerber Life Insurance Company has been offered. The CCS / Gerber Life Insurance proposal offers broader coverage and similar limits. Increasing the deductible to \$35,000 from the current \$25,000 under the current IMG /Sirius policy will keep the premium at current levels. The trade off of increased coverage for a slightly highly deductible is warranted, therefore it is recommend the County change providers to CCS / Gerber.

Workers' Compensation

Market Financial Group approached alternate markets for excess Workers' Compensation Insurance. None were competitive with the County's current carrier, Safety National. The rate offered by Safety Nation has increased by 11.3%, translating into a 15.5% premium increase. Due to the hefty premium increase we recommend increasing the current Self-Insured Retention (SIR) amount from \$500,000 to \$550,000, which bring the premium percentage increase down to a 3.6% increase. Market Financial recommends retaining our Workers' Compensation account with Safety National.

Third Party Administrator (TPA)

Travelers' will provide in-house claim service for all general liability, law enforcement liability, auto and errors and omission claims. A loss fund account of \$65,000 is established at Travelers' for this purpose. Go Self Insured (GSI) will be retained to provide TPA services to adjudicate workers' compensation claims and subrogated auto liability claims. GSI's fee is \$34,000.

Insurance Consultant Fee

Market Finance Group Ltd. will provide continuing insurance consultant and broker services at its annual existing flat fee of \$47,000 for a three year period based on performance and appropriation of funds.

Surety Bonds

The County is responsible under state statue to provide surety bonds to elected official. The current surety bond for renewal is for the Regional Superintendent, which may or may not be needed.

Additional Optional Coverage Considerations

In late June staff provided the Management Services Committee with a number of current risk exposures that were to be reviewed during the process of establishing the 2012 County Insurance Program. Specifically coverage areas for the following were reviewed:

- Cyber Liability
- Contingent Liability Insurance for jail operations (Business Interruption)
- Sexual Molestation
- Surgery Coverage for Animal Control
- Underground Storage Tank Coverage

The attached chart details the coverage and cost issues associated with adding these new lines of optional coverage to the County's insurance program.

Human Resources:

There will be no personnel impacts on Human Resources as a result of the County's anticipated FY 2011 - 2012 insurance program.

Impact on Budget (Revenue, Expenses, Fringe Benefits):

The proposed County budget for FY'11-'12 includes \$905,660 for insurance premiums and related professional services. Currently quoted insurance costs and professional fees for existing lines of coverage are \$889,329. If all optional lines of coverage are selected, an additional premium of \$68,634 will be required. The Insurance Liability Fund has sufficient funds to cover the current recommended premium costs of for the FY'11-'12 program year.

Impact on Capital Expenditures:

There will be no impact on the County's Capital expenditures as a result of this action.

Impact on Physical Space:

There will be no need for additional space as a result of this action.

Impact on Other County Departments or Outside Agencies:

County Departments receive the benefits of the insurance coverage in transference of risks from the County to the insurer. Risk Management practices required by insurance providers helps to foster a safe and secure work environment.

Conformity to Board Ordinances and Policies:

Continuation of the current insurance program conforms to County Board policy of self-insurance while also transferring risk to insurance carriers to reduce overall insurance costs for the County.

Attachments/Appendices:

Resolution for approval of the FY 2011 through 2012 Insurance Program and related charts.

McHENRY COUNTY 2011-2012 INSURANCE PROGRAM				10/13/2011
INSURANCE TYPE	COVERAGES	ACTUAL '11 COSTS	EST. '12 COSTS	ACTUAL '12 COSTS
Casualty Insurance including:	General Liability - 1 mil per occurrence/3 mil aggregate			
Auto, General/Pro Liability	Law Enforcement - 1 mil per occurrence/3mil aggregate			
General Liability	Auto Liability			
Law Enforcement	Public Official Liability			
Health Dept.	Excess Liability - 9 mil			
Errors&Omissions	Self Insured Retention (SIR) - 250,000			
Excess Liability	Includes additional coverage for Marine Unit	355,124	372,900	375,933
Valley Hi Nursing Home	Pro. Liability-1 mil per occurrence/3 mil aggregate			
Casualty Insurance including:	Gen. Liability-1mil per occurrence/3mil aggregate			
Professional Liability	Aggregate Limit 9 mil Claims Made Deductible 100,000	105,705	111,000	97,268
Property Boiler/Machinery	Total insured 234 mil deductible 25,000 (est.)	139,000	146,000	141,674
State's Attorney	Generally 1 mil per occurrence	39,923	42,000	39,923
Public Defender	Generally 1 mill per occurrence	5,402	5,670	5,402
Crime & Fidelity	1 mil per occurrence, 50,000 deductible	4,227	4,440	4,026
Dental Clinic	1 mil per occurrence, 3 mil aggregate, 5,000 deductible	13,478	14,150	21,670
Workers' Compensation	Statutory limit, 2.5 mil liability limit, 500,000 SIR	77,104	81,000	79,997
Inmate Medical	225,000 limit, 25,000 deduction	31,208	32,800	30,506
Third Party Administrator	TPA for W. C. Claims (plus add. auto subrogation)	34,700	34,700	34,000
Consultant/Broker Fee	Fixed Fee for Broker/Consulting Services	47,000	47,000	47,000
Judges Professional Liability	1 mil per occurrence, no deductible, 8 policies	9,563	13,000	10,930
Surety Bonds	Surety Bonds for Regional Superintendent	2,875	1,000	1,000
TOTAL:		865,309	905,660	889,329

R E S O L U T I O N**AUTHORIZING A BUDGET LINE ITEM TRANSFER IN THE FACILITIES
MANAGEMENT FISCAL YEAR 2011 BUDGET**

WHEREAS, the Facilities Management Department is responsible for the maintenance and repair of all the County owned facilities including the Government Center Campus, the Division of Transportation, Valley Hi Nursing Home, and the Health Department Facility in Crystal Lake; and

WHEREAS, as part of the maintenance responsibility, Facilities Management oversees the housekeeping staff and the cleanliness of each facility; and

WHEREAS, in order to maintain the floors and carpet in each facility, and to ensure the longevity of the floor materials and carpet, housekeeping uses a floor/carpet extractor machine on a scheduled routine basis to maintain the appearance the facilities; and

WHEREAS, the current floor/carpet extractor machine is over nine years old and is in use daily by the housekeeping staff, causing concern for the Director of Facilities Management and the Housekeeping Supervisor that the machine may be reaching its life usefulness and that a new machine should be purchased; and

WHEREAS, the Facilities Department Fiscal Year 2011 budget has funds available to purchase a new machine under its contractual budget and is requesting a budget line item transfer to move the funds to its capital budget in order to properly record the purchase of the machine as a capital asset.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that a budget line item transfer of \$6,500 from OCA 160001-4320 (Facilities Management – Repair & Maintenance Heavy Machinery) to OCA 160001-6040 (Facilities Management – Machinery & Equipment > \$5,000) is hereby authorized in the Facilities Management fiscal year 2011 budget for the purpose of purchasing a new floor/carpet extractor machine; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby requested to distribute a certified copy of this Resolution to the Director of Facilities Management; the Director of Purchasing; the County Auditor; the Associate County Administrator-Finance; and the County Administrator.

DATED at Woodstock, Illinois, this 1st day of November, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

R E S O L U T I O N

AUTHORIZING BUDGET LINE ITEM TRANSFERS BETWEEN THE DEBT SERVICE FUNDS IN THE FISCAL YEAR 2011 BUDGET

WHEREAS, over the past ten years the County Board of McHenry County, Illinois has issued debt certificates to fund capital projects for new facilities, court room build-outs, remodeling, technology infrastructure, and energy performance; and

WHEREAS, the financial institutions that hold the certificates for the investors charge to the County on an annual basis a fee for being the paying agent and for out of pocket expenses they have incurred for the handling of the certificates; and

WHEREAS, during the FY 2011 budget process the out of pocket expense on three of the debt service budgets (2007-A, 2007-B and 2008-A) were not accounted for, and therefore have caused their budgets to be depleted to a level that cannot cover the out of pocket costs; and

WHEREAS, the 2005-A, 2006-A and 2010-A debt service budgets have remaining budget that can be transferred to supplant the shortage in the above mentioned debt service budgets to allow for the payment of the outstanding "out of pocket" expenditures; and

WHEREAS, County Administration is now requesting budget line item transfers in the amount of \$84.00 from the 2005-A, 2006-A and 2010-A debt service budgets to the 2007-A, 2007-B and 2008-A debt service budgets to allow for the payment of "out of pocket" expenses to the financial institutions acting on behalf of the County as the paying agent.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that the following budget line item transfers are hereby authorized and approved in the FY 2011 Debt Service Budgets as follows:

From:		
OCA 990231-6585	Debt Cert. Series 2005A	\$50.00
OCA 990233-6585	Debt Cert. Series 2006A	\$12.00
OCA 990242-6585	Debt Cert. Series 2010A	\$22.00
To:		
OCA 990234-6585	Series 2007A Debt Cert.	\$28.00
OCA 990236-6585	Series 2007B Debt Cert.	\$28.00
OCA 990240-6585	Series 2008A Debt Cert.	\$28.00

BE IT FURTHER RESOLVED, that the County Clerk is hereby requested to distribute a certified copy of this Resolution to the County Auditor; the Associate County Administrator – Finance and the County Administrator.

DATED at Woodstock, Illinois, this 1st day of November, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk