

AGENDA
FINANCE AND AUDIT COMMITTEE
TUESDAY, NOVEMBER 8, 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 (October 17, 2011) (October 25, 2011)
- 3.0 Public Comment
- 4.0 Presentation
 - 4.05 Review of County Debt
- 5.0 New Business
 - 5.01 Resolution Authorizing Entering Into a Contract with SourceHOV for Scanning, Microfilming and Destruction of Divorce Case Files Held by the Circuit Clerk's Office
 - 5.02 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
 - 5.05 Resolution Authorizing Workers' Compensation Claim Settlement No. 10-3210-15
 - 5.10 Resolution Authorizing Workers' Compensation Claim Settlement Numbers 07-8200-03 and 09-8200-02
 - 5.15 Resolution Authorizing Monthly Transactions for the Delinquent Tax Program
 - 5.20 Resolution Authorizing Acceptance of a Technical Assistance Grant from the Chicago Metropolitan Agency for Planning, a Contract with Camiros, Ltd for Developing a Neighborhood Subarea Plan, and an Emergency Appropriation to the FY 2011 Planning and Development Budget
 - 5.25 Resolution Approving a Construction Engineering Services Agreement for the Illinois Route 31 at Virginia Road and Klasen Road Project
 - 5.30 Resolution Approving an Intergovernmental Agreement with the State of Illinois for the Construction Engineering and Construction of the Illinois Route 31 at Virginia Road and Klasen Road Project
 - 5.35 Resolution Authorizing the Designation of the Office of the State's Attorneys Appellate Prosecutor
 - 5.45 Resolution Authorizing the Acceptance of a Bureau of Justice (BJA) Drug Court Implementation Grant and a Budget Adjustment to the Fiscal Year 2012 Special Courts Budget
 - 5.50 Resolution Authorizing Budget Line Item Transfers in the Law Library Fiscal Year 2011 Budget
 - 5.55 Ordinance Setting Juror Pay and Mileage Reimbursement Rate
 - 5.60 Resolution Authorizing a Budget Line Item Transfer in the Emergency Management Agency's FY 2011 Budget
 - 5.65 Resolution Authorizing the Purchase of Television/Satellite Equipment and a Budget Line Item Transfer in the Valley Hi Nursing Home FY2011 Budget
 - 5.70 Resolution Authorizing the Redemption of the 2003B Debt Certificates (Valley Hi Nursing Home Facility) in January of 2012 (not in packet)
 - 5.75 Resolution Authorizing Nunc Pro Tunc a Joint Agreement with the U.S. Department of the Interior/U.S. Geological Survey for Water Resources Investigations and an Emergency Appropriation to the Fiscal Year 2011 Ground Water Resource Division Budget
 - 5.80 Resolution Identifying Work Contracts to Installment Purchase Agreements (not in packet)
- 6.0 Old Business
- 7.0 Reports to Committee, as applicable
 - 7.05 Auditor's Report
 - 7.10 Contingency Reports
- 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 MONDAY, OCTOBER 17, 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; and Tina Hill. Bob Bless and Mary Donner were absent. Also in attendance: Pete Austin, County Administrator; Ralph Sarbaugh, Associate County Administrator-Finance; John Labaj, Deputy County Administrator; Pam Palmer, Auditor; Dennis Sandquist, Planning and Development; Kathie Schultz, County Clerk; Cindy Kozlowski, Financial Analyst; Nick Provenzano, Kathleen Bergan Schmidt and Ersel Schuster, County Board Members; and the press.

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

MINUTES

None.

PUBLIC COMMENT

Mr. James Reaves – McHenry, Mr. Steven DeBerg – Marengo, Ms. Julia Maddock – Marengo, Mr. John Maddock – Marengo, Mr. Jim Hanter – Hebron and Mr. Dale Nelms – McHenry, joined committee members to voice their support of the Lake and McHenry Counties Extension Service.

Mr. Reaves stated that he is the Director for Unit 3, Lake and McHenry County Extensions. The group just went through a reorganization of the extension service and the State joined the two groups together. They are now known as Unit 3. The State joined the groups because of the lack of resources and to hold down costs. They decided to implement four areas throughout the State. The groups are 4H, Community Development, Economic Development and Ag Resources. There is a State program where leaders and county educators are providing education in these four areas. If the County units have enough funds in their local budgets, they are responsible for the hiring of these educators. The Lake and McHenry County group had enough funds to support two educators. These educators helped with the 4H program, youth development and Family and Consumer Science. For the AG and Master Resources program they have to pay someone from other units to come in and train their support staff and volunteers. If there are any additional cuts to their budget they would most likely lose one of their educators. Right now there is enough in the budget to pay for rent, utilities and support staff and are barely getting by with what they have. Mr. Reaves appealed to the committee to not reduce this budget anymore. This County is largely an agriculture county. The group is mainly successful because of the U of I Extension and Soil and Water Service. The U.S. Department of Agriculture implemented these programs in the County in order to support farmland and the youth in the County. What they are doing now is asking for support to keep this entity in this County. He questioned what would happen if we had no youth at the County Fairs to show projects and animals. They are responsible for the education in the community regarding pesticides in the groundwater, streams and lakes. They are responsible for licensing of commercial landscapers and home gardeners. He stated that the County is unaware of all this group does. Mr. Reaves stated he will be more diligent for making sure updates are provided to the County regarding their programs in the future. He thanked the committee for their time.

Mr. Steve DeBerg from Marengo joined committee members and stated that he is a Master Gardner and Vice Chairman of Unit 3 Advisory County and also serves on the funding committee. He requested permission to read to letters to the committee. Mr. DeBerg coordinates a food pantry for Harvard where over 6,000 lbs of produce was provided, manned by the master gardeners. Without the current level of funding they would be unable to provide this service. The support is needed in order to continue to provide food to the food pantry. Other groups are looking to develop a food pantry garden and these groups are relying on them to provide this service. Without this funding they will be unable to do this.

Julia Maddock, a 12 year old 5th grader stated that she is in the fifth year of the program for 4H. Her experience has given her the opportunity to explore additional life skills. She stated that over the last few years, with the guidance of the 4H club she has raised rabbits, helped her family raise chickens which now provides eggs for the family as well as selling them and her turkey won grand champion at this year's fair. Her garden flourished with the help from 4H and the Master Gardeners. She asked the committee to not cut their funding on behalf of herself and her fellow 4H'ers.

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Mr. Maddock, Julia's father joined the committee to voice his support of the extension service and the programs offered. He stated that he knows this is a difficult time economically and the budget is under pressure. He asked that they look at the importance of this program before cutting the funding of this group. He stated that one of the things that attracted them to this county was the County's long-range plan, mix of agriculture and agriculture tourism that is moving forward. He asked who was going to "plan the land" if the services wasn't available. In the 4H program they train the leaders of tomorrow. Skills that are being lost today because of the cuts in the schools, this group helps fill this gap. Practical knowledge is taught, cooking, sewing, photography rocketry, computer science, robotics and small engine repair. They receive hands-on experience through this youth-run organization. They run official meeting and follow Roberts Rules of Order. He stated that he appreciates the support that has been provided in the past and ask that you prioritize these programs and maintain the funding for the coming year at their current levels. These funds impact matching funds that would be lost if further cuts are made. Mr. Maddock thanked the committee for their time.

Mr. Jim Hanter joined committee members to voice his support of the extension service. He expressed his sincere hope that no further cuts would be made to the extension service because of the effects this would have on the 4H club. He stated that this program provides youth leadership and opportunities for the children in the county. This program improves leadership skills, they provide community service and his group helped with the Master Gardeners program and are now helping at the Woodstock Food Pantry to unload their food shipments that are received every month. He asked for continued support of this program. He thanked the committee for their time.

Mr. Dale Nelms from McHenry joined the committee to voice his support of the extension service programs. He stated that is the President of the University of Illinois. He is also a Master Gardener. He was in 4H and has been a leader in the 4H program. 4H allowed him, coming from a small town, to be a part of the bigger world. His sons were in 4H and they have already been organizing to get ready for the upcoming fair. This program teaches kids life skills not taught elsewhere. What 4H does for these kids today will have an impact on them in the future. He asked that these kids not be shortchanges because of recommended cuts. Mr. Nelms thanked the committee for their time.

PRESENTATION

None

NEW BUSINESS

FY2011-2012 Budget Review: Mr. Austin and Mr. Sarbaugh joined committee members for review of the FY2011-2012 budget. They thanked the committee for the extra time provided in order to prepare the budget. Additional revenue was found and they made shifts within the budget. They are able to present a budget that includes meeting the requirements for the new judges, minimize the disparity between the union and non-union wages and providing a slight drawdown on the tremendous reserve that we have.

Mr. Breeden thanked Mr. Sarbaugh, Mr. Austin and Ms. Kozlowski for the tremendous amount of time they have put into working on this budget. They got a lot done that they were not capable of doing in the past. They are now able to look at the future with a different perspective. They are able to look at the reserves in order to determine how to use them. He stated he is a firm believer that they are there for a reason. He thinks they are being very aggressive with regard to how the funds are being used and before the year is over, they may have some other suggestions for future projects. He wanted to make sure the committee understands all the future impact we have with regards to the reserves. There are some things out there in the next three to five years that have to be addressed. He stated that he doesn't want those issues to be a surprise to anyone on the County Board and the public. He asked if there were any questions pursuant to the budget.

Mr. Hammerand made a motion, seconded by Ms. McCann to reinstate the funding for the extension service (4H) budget. Ms. Hill stated that she does not think anyone could have said it better than the guests in the audience. Mr. Breeden noted that the Boy Scouts and other groups fund themselves. We have to think about what the role of the County is in terms of some of these other groups. The motion carried with all members present voting aye on a roll call vote (Hammerand, Heisler, Hill, McCann, Breeden)

Mr. Hammerand questioned how the general fund is regarding the outstanding debt on the courthouse remodel bonds. He questioned if these work in the retirement of these bonds. Mr. Sarbaugh stated that no, the underwriter

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will bring several different options for the committees review. When the County Board wants to retire these bonds a resolution will be brought forward and the funds will come out of the reserve. Chairman Breeden noted that we will address this prior to the end of the year. It is incumbent for us to bring to Mr. Hammerand what the impact is to the county as well as what the costs will be to reduce these funds.

Mr. Hammerand questioned if the budget includes any debt payments. Mr. Sarbaugh responded that yes, out of the reserve. Mr. Hammerand stated that he hopes the debt payments are being addressed. He questioned whether we should make the debt payments out of the reserve or retire the debt. He asked if this would be a decision made by this committee or the County Board.

Chairman Breeden stated that debt retirement is not in the budget, but, debt payments are. Ms. Hill questioned if we will continue with these payments or are we retiring any debts. Chairman Breeden stated that the two bonds that were discussed do not bring us to where we could have a balanced budget. We still don't have all of the information about the bonds we want to reduce. In order to present time wise, a balanced budget, this is the approach to take. They will reduce a couple of the bonds with the reserve prior to the end of the year. Chairman Breeden stated that as we move forward to retire the debt, we have to have a picture of what we are responsible for and what the requirements will be for the next three to five years. A projection of what is money going to cost in these three five years with respect to requirements have. With the added judges and many unfunded situations coming our way we need to review these future needs. We need to take some of the reserves and target two bonds to eliminate. He asked that they look at reducing those and review how other reductions may impact our future. Mr. Hammerand reminded the committee members that the county is making some large debt payments yearly. There is a lot of interest in our ten year plan. He noted that he would like to see the 2003A debt paid off because of the large amount of interest on this debt. He stated he is looking for a certain time when this will be discussed and a decision made. Mr. Sarbaugh stated that he believes the County's bond Council; Eric Anderson would probably be available to discuss this at the next Finance and Audit Committee meeting. Chairman Breeden questioned if this should be placed on the agenda.

Ms. Schuster questioned what the total amount of the debt payments coming out of the debt reserve? Mr. Sarbaugh responded that 1.7 million would come from the reserve. Ms. Schuster questioned if we were still living off the cash reserve. Mr. Sarbaugh responded yes.

Committee members reviewed the budget highlights. They were reminded that due to the reinstatement of Extension Funds the budget will now be adjusted by \$30,000. Of the \$254 million, \$8 million of that is the Valley Hi principal payment. The outstanding \$9 million will be paid off. If you take away the yearly annual payment that would have been made on January 15th for the annual payment, the balance is \$8 million. If you pull the \$8 million out of \$254 million this brings the budget down to \$245-246 million. Last year's budget was \$249 million. Ms. Hill stated that means that over the past two years the budget has been reduced by \$11 million. Mr. Sarbaugh stated that was correct. Mr. Austin stated that we are not growing the budget. Between August 1, 2001 and February, there are 15 fewer positions in the County, though they will be adding a couple positions in this budget.

Mr. Sarbaugh noted that the general fund budget is highlighted in green on top. Expenditures are in orange. The budget has grown \$2.4 million over last year. \$984,382 is for the health insurance coverage on employees and \$102,375 is for the required additional election costs because 2012 is a presidential election. Mr. Sarbaugh stated that he wants to point out, if you take away the increases that were approved via the supplemental, the increased costs of insurance, elections, union negotiated increased and the amount set up for non-union employees the general fund budget declined from the previous year by \$488,735. We are not growing the budget and the numbers reflect that. The only way the budget is growing is by what has been presented and what the board has approved.

Ms. Schuster stated that about one month ago we were told you were hunting for \$1.8 million dollars and we were still in debt by the same amount. She questioned what changed and how did we save some of these funds. She asked what the increases were and asked to be provided a rundown of what occurred. Mr. Sarbaugh provided a handout with a summary. Ms. Schuster questioned what caused the \$2.5 million reduction from 2011 to 2012. Mr. Sarbaugh noted that back in August when the budget was first presented we did not use the reserve for any debt service payments. When the Finance and Audit Committee gave the consensus to move ahead with this. Administration was able to then balance the budget. Mr. Austin stated that reviews were still taking place in order to find additional revenues and cuts. This was \$1.7 of the \$1.8 million. When the budget was first put together,

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they were using the July employee rosters for the personnel section. When we reviewed the numbers in September there was some turnover so some of these costs were reduced. The supplemental awards are of the new positions because of the new judges, administrative assistants, court security and bailiffs.

Mr. Provenzano voiced concern over the difficult situation with this budget. If the County Board is going to take from the reserve to service out our debt, then they want to plan to possibly take more from the reserves to pay off more debt, that may work for a short period of time but what we are doing is betting on the hope that the economy turns around. If the revenue does not turn around how will we strengthen up our reserves?

The amount of spending, whether mandated by the State or from programs that we participate in, what this budget represents does not appear to him to be sustainable on the current course to fund it through the revenue streams we incur every year. We have some long term debt that costs a lot of money. We have affordable long term debt servicing agreements every year. When we left the COW meeting last week we heard we may pay off some of the debt service from the general fund as well as pay off some general bonds, now he is hearing we may do both. They questioned Mr. Sarbaugh if we can afford to do both and still have, not just a cushion of the cash reserve we need, but some cushion next year in case the economy doesn't grow and instead gets much worse.

Mr. Sarbaugh stated that it is his professional recommendation to the Finance and Audit Committee that we use \$1.7 million dollars for the next seven years. It takes about \$7 million per month to run this organization. It is therefore his professional recommendation to this committee that if we only use the reserves to pay the \$1.7 million over the next seven year period, we would only draw down the reserves by one month. This is a very conservative approach and we would still have a strong reserve.

Moody's looks at how fast the reserve is spent down. In his opinion, he is concerned about paying off the principle and interest all at once because if we pay off the \$5 million before the end of the year and do a double dip, we can't go back to the back and ask for it back at 2% interest. He is recommending a very conservative approach.

Mr. Provenzano stated that his suggestion would be to do neither. Don't pay down the bonds with the reserve and pay down the debt. Look at the programs and the number of employees in this County as this will be the only way to have sustainable cuts and savings for the long term. He stated that he does not feel that the economy or incomes are getting any better.

Mr. Breeden stated that he agrees with this theory and approach though he questioned what is too much to have in the reserve. The reserve will continue to grow. His concern is that we need to start looking at reducing the size of government. He has not seen one committee come up with a reduction. He has not seen one committee make a difficult decision with what staff has been asked to work with. You can come to this committee and state you want to reduce government but our job is to fund those projects and everything that is brought before a committee and the County Board. He stated that is his job. Now it is their job to find out how we can finance what you guys want to have done. This issue goes back directly to the committees and until they make a decision to say no to some of the requests, the budget will increase. Committee members stated that this is not a decision to be made and they need to keep this discussion toady on the budget and not on theory. Our job is to fund what you have requested and to make sure what you requested is in the budget. It was stated that they need a concurrence in order to move the budget forward.

Ordinance Authorizing the Annual Appropriations for FY11-12 Budget (not in packet): Ms. Hill made a motion, seconded by Ms. McCann to recommend approval of the Ordinance Authorizing the Annual Appropriations for FY11-12 Budget (not in packet). The motion carried with all members present voting aye on a roll call vote (Hammerand, Heisler, Hill, McCann, Breeden)

Ordinance Providing for the Levy of Taxes for McHenry County for Fiscal Year December 1, 2011 through November 30, 2012 (not in packet): Ms. Hill made a motion, seconded by Ms. McCann to recommend approval of the above Ordinance as presented. Mr. Hammerand questioned if this reflects a 1.5% increase from last year. Mr. Sarbaugh noted this is correct. The motion carried with four ayes (Heisler, Hill, McCann, Breeden) nay (Hammerand)

FUTURE TOPICS

None

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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.

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RECOMMENDED FOR BOARD/COMMITTEE ACTION:

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

MINUTES OF TUESDAY, OCTOBER 25, 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 Donner; Bob Bless and Tina Hill. Mary McCann arrived at 9:34 a.m. Also in attendance: Pete Austin, County Administrator; Ralph Sarbaugh, Associate County Administrator-Finance; John Labaj, Deputy County Administrator; Pam Palmer, Auditor; Pam Cumpata, EDC; Joe Korpalski and Jason Osborn, Division of Transportation.

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

MINUTES

Committee members reviewed the committee minutes of October 11, 2011. Mr. Heisler made a motion, seconded by Ms. Donner to recommend approval of the above minutes as presented. The motion carried with all members present voting aye on a voice vote.

PUBLIC COMMENT

Mr. Terry Kappel from Woodstock joined committee members and questioned committee members about a Resolution that is under consideration on today's committee agenda. It states that these funds will be used to serve laid off workers in various locations including several areas outside the County. Mr. Kappel questioned why companies outside the county would be benefiting from this grant and why no small businesses were being helped with this grant in order to hire new employees. Chairman Breeden informed Mr. Kappel that he can make a comment during this portion of the meeting but, they do not answer questions. He stated he would sit down with Mr. Kappel after today's committee meeting to see if he can answer questions brought forth by Mr. Kappel.

Ms. McCann arrived at 9:34a.m.

PRESENTATION

None

NEW BUSINESS

Resolution Approving Illinois Department of Transportation Land Acquisition for Improvements to U.S. Route 14 and an Emergency Appropriation to the Non-Departmental Fiscal Year 2011 Budget: Ms. Hill made a motion, seconded by Mr. Bless recommending approval of the above Resolution as presented. Mr. Labaj informed committee members that this Resolution addresses the improvements being made to U.S. Route 14. This is a continuation of the road project from Crystal Lake to Woodstock. IDOT has requested to purchase a portion of property in front of the Animal Control facility. They would also like to create a temporary easement in front of the facility. Plans were reviewed by both the Health Department and the Division of Transportation regarding any possible impacts to the facility. It was determined that there would be no impact. IDOT would take approximately six feet of property in front of Animal Control. The County will receive \$53,400 for this purchase and use of the area for the temporary easement. The County appraiser indicated this was a fair market price for this property. Mr. Labaj stated that he spoke with the State's Attorney's office which indicated the funds received could be used to pay down the debt certificates that were used for the purchase of the facility, provide upgrades to the facility or use the funds for future capital purchases. The funds will be placed into the non-departmental budget for use at a later date. Mr. Hammerand questioned if staff had contacted Crystal Lake to make sure there would be no set-back or easement issues. He stated He does not want the property to become "non-conforming" because of this construction. He stated this could cause an issue with the signage at the facility as well. Mr. Labaj stated he would check into this issue with Crystal Lake. Committee members were informed that most municipalities grandfather properties into their plans because of road projects. Mr. Hammerand stated that if the Crystal Lake officials are okay with the project, he is fine with the project as well. The motion carried with all members present voting aye on a roll call vote. (Bless, Donner, Hammerand, Heisler, Hill, McCann, Breeden)

Resolution Approving Funds for the 2012 Transit Grant Program: Ms. Hill made a motion, seconded by Mr. Bless to recommend approval of the above Resolution as presented. Mr. Korpalski and Mr. Osborn joined committee members for presentation of the Resolution and to answer questions of the committee. On November 15th this
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plan is scheduled to be adopted by the County Board. \$825,000 has been included in the FY2012 budget which will allow for the continued funding for this program. Ms. Donner stated that she would be recusing herself from the vote on this issue since she is an employee of PACE. Committee members questioned if this program has been analyzed for the expenditures versus the cost per ride. They stated that if a ride is costing \$200 per ride, does this justify the expense of continuation of this program. It was stated that when they were in the planning process for this program PACE reviewed what type of service would best serve the County. Committee members stated they would still be interested to learn what the cost is per passenger mile.

Committee members questioned who would fund and support this program if the grant funding went away. Committee members were reminded that the funds for this program come from a small portion of the RTA taxes. Committee members noted they would like to see what type of plan is in place should the County decide to not accept these tax funds.

They questioned when the County determines if this program has been a success. Committee members were informed that they have ridership numbers available. This will never be a fixed route program, which is cheaper to run. Individuals are directed to the fixed routes when they can. They have seen an increase in ridership on the fixed routes as well.

Committee members voiced concern that this program could turn into a "sinkhole" at some point in time. It was stated that this program has come a long way though they have faced some difficulty is getting the word out regarding this program. This program has been a big help to many families in the area. The VAC also has two bus leases with PACE.

The motion carried with a majority of members present voting aye on a roll call vote (Bless, Hammerand, Heisler, Hill, McCann, Breeden) Donner recused herself from the vote.

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: Ms. Hill made a motion, seconded by Mr. Bless recommending approval of the above Resolution as presented. Committee members were reminded that this project has been a long time coming. This is approving the intergovernmental agreements for the above project. The County's cost for the project is implemented over three years so the County won't feel the burden all in one year. The Tollway is the lead agency for this project. The Tollway pays the costs and then gets reimbursed by the partners in the project. The motion carried with all members present voting aye on a roll call vote. (Bless, Donner, Hammerand, Heisler, Hill, McCann, Breeden)

Resolution Authorizing the Acceptance of the IL Department of Commerce and Economic Opportunity Grant #10-662002: Ms. Hill made a motion, seconded by Mr. Bless made a second recommending approval of the above Resolution as presented. Committee members were informed that these funds are used to help the dislocated workers from the agencies listed. The employees may work outside the County but the workers must have a McHenry County home address to qualify for the program. The funds are used for training of these workers. Committee members stated that this information should be included within the resolution. Ms. McCann made a motion, seconded by Ms. Hill to amend the resolution's second paragraph to include that the funds are to be used for McHenry County Residents. The motion carried with a voice vote of all ayes. The original motion carried with all members present voting aye on a roll call vote (Bless, Donner, Hammerand, Heisler, Hill, McCann, Breeden)

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: Ms. Hill made a motion, seconded by Mr. Bless to recommend approval of the above Resolution as presented. Committee members questioned what TGAAA stands for. They were informed that this stands for Trade & Globalization Adjustment Assistance Act. Committee members requested this be spelled out in the Resolution for better clarification. The motion carried with all members present voting aye on a roll call vote (Bless, Donner, Hammerand, Heisler, Hill, McCann, Breeden)

Resolution Authorizing Approval of the County of McHenry's Property and Casualty Insurance Program for FY2011-2012: Mr. Bless made a motion, seconded by Mr. Heisler recommending approval of the above

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Resolution as presented. Mr. Labaj informed committee members that the chart lays out the basic insurance program for the County. There are ten separate policies which includes a 2.7% increase from the former year. Most of the policies have remained stable. The deductible for Worker Compensation (SIR) has been increased from \$500,000 to \$550,000. The insurance for inmate medical has been reduced but, includes more coverage. The second sheet provided includes some recommendations for additional coverage. After review by the Management Services Committee and after reviewing a couple of areas of vulnerability it was determined that additional coverage would be needed for Cyber-liability and Sexual Molestation. Because of the vulnerability of the risk for loss due to personal information, it was decided that Cyber-liability would be a coverage that was needed. Also, because of the contact that the probation officers have with underage individuals, it was decided that additional coverage for sexual molestation was also warranted. Because of the limits placed on the other suggested coverage it was decided to forgo the other recommendations at this time. The increases seen for the dental insurance is the result of the clinic seeing more patients. The motion carried with all members present voting aye on a roll call vote (Bless, Donner, Hammerand, Heisler, Hill, McCann, Breeden)

Resolution Authorizing a Budget Line Item Transfer in the Facilities Management Fiscal Year 2011 Budget: Ms. Hill made a motion, seconded by Ms. Donner to recommend approval of the above Resolution as presented. Committee members were informed that this is a request to allow the purchase of a new carpet cleaning machine. The County has a great cleaning program in place. The department only has one carpet cleaning unit that needs replaced. The older unit will be used as a backup unit. The new unit will clean both carpet and tile. The motion carried with all members present voting aye on a roll call vote. (Bless, Donner, Hammerand, Heisler, Hill, McCann, Breeden)

Resolution Authorizing Budget Line Item Transfers Between the Debt Service Funds in the Fiscal Year 2011 Budget: Ms. Hill made a motion, seconded by Mr. Bless recommending approval of the above Resolution as presented. Committee members were informed that when debt certificates are issued there is a fee to handle the certificates. The fee was overlooked when the certificates were issued. This resolution allows for the payment of these fees. The motion carried with all members present voting aye on a roll call vote (Bless, Donner, Hammerand, Heisler, Hill, McCann, Breeden)

Ms. McCann left committee at 10:28 a.m.

McHenry County Revolving Loan Application for Millennium Electronics International, Inc. (not in packet): Ms. Hill made a motion, seconded by Mr. Bless recommending approval of the above Resolution as presented. Mr. Labaj informed committee members that Millennium Electronics International filed a loan request in August. He has been working with them since that time, during their reorganization. This is a firm that has participated in this program in the past. They previously held two different loans with the County. This company was previously in partnership with another company. This partnership did not work out. All loan funds were paid off and the credit history remains good. The partnership agreed to forgo any litigation and a settlement was reached between the two partners. This included the liquidation of Millennium Electric. The owner of Millennium purchased a couple of production lines and has requested a loan in order to start up this new company. This is a firm that has a history with the County. He still has some existing business relationships and would like to start up this smaller firm. He also has a couple of leases for use in their existing space, which will reduce their overhead. Mr. Labaj stated that their weaknesses include the losses that have been experienced since 2009 and because they ceased operation for a period of time. Mr. Labaj noted that even though there are some risks there are a lot of positives as well. They spent a significant amount of time reviewing their financial statements to make sure their orders stand behind the numbers provided. The reason it took a lengthy amount of time to bring this loan request to the committee was because we were waiting for them to establish a new banking relationship for the firm and provide personal guarantees for the loan. Both the husband and wife have provided these guarantees. The Real Estate was not part of the partnership so they still own the facility. Crystal Lake Bank and Trust are restructuring the loan for the building. This includes five year leases for his tenants. There is \$475,000 in the loan fund. The State's Attorney has reviewed the settlement agreement between the past partners and stated that there is no need for further litigation. Ms. Hill called the question, if no one has any strong concerns about this application. Chairman Breeden stated that if approved he would like quarterly reports to this committee on this loan. The motion carried with all members present voting aye on a roll call vote. (Bless, Donner, Hammerand, Heisler, Hill, Breeden)

Review of Revolving Loan Request for LMM & Associates, Inc. (not in packet): Mr. Labaj presented a Revolving Loan Fund request to the Committee from LMM & Associates, Inc. Mr. Labaj reminded committee members that
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they had discussed this request at the previous committee meeting. Ms. Hill made a motion, seconded by Mr. Bless recommending approval of the loan request for LMM & Associates as presented. Mr. Labaj stated that this is not a normal request as this request is for the acquisition of property. They would provide \$25,000 of their own equity, with a request for \$175,000. Committee members voiced concern that the committee had never reviewed a request to purchase property. They were informed that this request would be for a longer term and would tie up the funds for a longer period of time. There has been an appraisal of the property. Committee members questioned how many jobs would be created from this loan request. They were informed that this is a two person shop with hopes to grow in the future. They have indicated that they could hire as many as five additional persons. Committee members voiced concern that they would be tying up too much money for five jobs. The motion failed with all members present voting nay on a roll call vote (Bless, Donner, Hammerand, Heisler, Hill, Breeden)

OLD BUSINESS

Ms. Hill reminded the committee members that the budget has been placed on a 30 day review. She stated that during the discussion of the county board salaries she was confused on what was decided on this issue. It was stated that the pay for the next County Board members would be \$21,181, with the pay being frozen for the next few years. The CPI was removed from the Resolution as well. Mr. Labaj stated that there were no raises in the resolution for both the two and four year term County Board members. They were reminded that this issue comes before the committee every two years. Previously the pay was frozen by the past board for one year. Those members that came in last year would get a cost of living raise this next year.

REPORTS TO COMMITTEE, AS APPLICABLE

Auditor's Report: Ms. Palmer informed committee members that the third quarter report will be sent out this week. When these reports are completed, a lot of different accounts are audited. Ms. Palmer stated that she reviews the reports and the analysis provided. Last year's internal report included suggestions on payroll change history, vendor approval, decentralized bank accounts and purchase orders. The vendor list has been reduced from 21,000 vendors to 6,700 vendors. This has taken a lot of staff time to complete. Procedures are being put in place on how to put in for new vendor requests so they get the W-9's and 1099's required. Currently there are no procedures so when we hire an individual they need to determine if they are an independent contractor versus an employee and use the proper coding. Procedures are being put into place regarding the confidentiality of the vendor information.

They have created a policy to do an annual review of the vendor list so that the information is current. When an item goes out to bid the all vendors that bid on the project were added to the vendor list. They are now placed on a "bid" list and they then can be moved to the active vendor list if their bid is accepted. Ms. Palmer noted that a vendor can be added to the list if needed at any time. This request goes through the Purchasing Department. Committee members voiced the need for the County to purchase locally if possible.

Ms. Palmer noted that the IRS sends a list of any 1099's that were reported that does not match up with the information submitted. These 1099's are coming in fast with each one needing review.

Contingency Report: None.

Economic Development Corporation: Ms. Cumpata joined committee members to provide an update on the EDC. She reminded the County Board Members to submit their reservations for the EDC dinner as they are almost full.

A meeting is being scheduled regarding "Advantage Illinois". \$78 million has been provided from the federal State Small Business Credit Initiative (SSBCI) of the Small Business Jobs Act of 2010. Advantage Illinois consists of three programs to spur institutional lending to small businesses and one program to leverage private venture capital in start-ups and high-growth businesses. This meeting has been scheduled for November 10th at the Shah Center. This meeting will provide information on how to get some capital for their business.

Ms. Cumpata thanked the committee members for approving the loan for Millennium Electronics.

Convention & Visitors Bureau: Mr. Heisler stated that they had a nice meeting last Monday. He stated that he is impressed with the activities of this group. He stated it is amazing the amount of money that comes into the county because of tourism and how much is spent by the tourist. Committee members requested that Mr. Heisler

provide a copy of these reports so everyone can see what monies are brought into the County.

FUTURE TOPICS

Committee members requested an update on the labor negotiations for the County.

Committee members were informed that Eric Anderson will attend the next meeting to answer questions regarding the County's Debt Service Payments.

EXECUTIVE SESSION

None

ADJOURNMENT

Noting no further business, Ms. Hill made a motion, seconded by Mr. Bless to adjourn the meeting 11:05a.m. The motion carried with all ayes on a voice vote.

* * * * *

RECOMMENDED FOR BOARD/COMMITTEE ACTION:

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

Resolution Appropriating Funds for the 2012 Transit Grant Program

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

Resolution Authorizing the Acceptance of the IL Department of Commerce and Economic Opportunity Grant #10-662002

Resolution Authorizing the Acceptance of a Modification to the IL Department of Commerce and Economic Opportunity Grant #10653002 and an Emergency Appropriation to the McHenry County Workforce Network Fiscal Year 2011 Budget

Resolution Authorizing Approval of the County of McHenry's Property and Casualty Insurance Program for FY2011-2012

Resolution Authorizing Budget Line Item Transfers Between the Debt Service Funds in the Fiscal Year 2011 Budget

:ksf

**RESOLUTION
AUTHORIZING ENTERING INTO A CONTRACT WITH SOURCEHOV FOR SCANNING,
MICROFILMING AND DESTRUCTION OF DIVORCE CASE FILES HELD BY THE CIRCUIT
CLERK’S OFFICE**

WHEREAS, the Circuit Clerk has a large volume of older court files that are not eligible for destruction due to Illinois Supreme Court requirement that specific case types must be microfilmed before destruction; and

WHEREAS, older divorce records are the most frequently requested court files from the Archives facility due to certified judgments of dissolution commonly being required at the time of retirement; and

WHEREAS, the Circuit Clerk has a long-range plan to begin the microfilming of older court files to allow for their destruction and free up some limited space in the County’s archive facility; and

WHEREAS, the first step in this long-range plan is to scan and microfilm divorce records that pre-date the Circuit Clerk’s 20+ years of document imaging; and

WHEREAS, the Court Document Storage Fund, which is funded by a fee charged on all court case filings, is statutorily designated to “defray the expense in any county that elects to establish a document storage system and convert the records of the circuit court clerk to electronic or micrographic storage” (705 ILCS 105/27.3c); and

WHEREAS, during the fiscal year 2010-11 budget process, budget was created in the Contractual Services budget line item in the Court Document Storage Fund to fund the scanning, microfilming and destruction of older case files, and therefore, no budget adjustment is necessary.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that the Chairman of the Board is hereby authorized to enter into the attached agreement with SourceHOV (attached hereto and made part of) for the scanning, microfilming and destruction of the 1979 through 1989 divorce case files at a cost not to exceed \$72,581.67; and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois, that said costs will be covered by budgeted funds in the Court Document Storage Fund and will be paid upon completion of the scanning, microfilming and destruction project; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the Clerk of the Circuit Court; the Presiding Judge; the Auditor; the Treasurer; the Associate County Administrator – Finance; and the County Administrator.

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



KATHERINE M. KEEFE
Clerk of the Circuit Court
22nd JUDICIAL CIRCUIT MCHENRY COUNTY
2200 N. Seminary Avenue
Woodstock, IL 60098
www.mchenrycircuitclerk.org

Civil Division
815.334.4310
Criminal/Traffic Division
815.334.4190
Felony/Juvenile Division
815.334.4313
Fax
815.338.8583

MEMORANDUM

DATE: October 19, 2011

TO: Nick Provenzano
Chairman Law & Justice Committee

FROM: Katherine Keefe
Circuit Clerk

SUBJECT: **Agreement with Source HOV to Scan, Microfilm & Destroy Court Files**

Board/Committee Action Requested:

The attached Resolution is for a project to scan, microfilm and destroy divorce case files from 1979 through 1989. The Resolution specifies that the project will be paid for through the Court Document Storage Fund, which is funded by a fee charged on all case filings specifically created to “defray the expense in any county that elects to establish a document storage system and convert the records of the circuit court clerk to electronic and/or micrographic storage.” (705 ILCS 105/27.3c)

Background:

Currently we have never microfilmed closed court files in McHenry County, instead focusing our Court Document Storage Fund dollars on our document imaging system. We have been scanning court files for over 20 years and our document imaging efforts have added efficiencies to the court system that could not exist without the availability of the scanned court files. Unfortunately the Illinois Supreme Court does not recognize document imaging as an approved method for long-term document retention. Very few case types (Traffic, Ordinance, Conservation and Small Claims) are allowed to be destroyed without the microfilming of those cases. (*Illinois Supreme Court General Administrative Order on Recordkeeping in the Circuit Courts*)

Discussion:

The fact that we have never been able to destroy court records, with the exception of Traffic, Ordinance, Conservation and Small Claims files, has created an extremely large storage need for what amounts to over 100 years of court case files. This project is only the beginning of our plans for microfilming older case records. Our 20 years of document imaging will make the microfilming of those case years much more cost effective due to the fact that the electronic scans of the case documents can be converted by the vendor into microfilm without the handling of the paper files. This initial project of case files that pre-date our document imaging program is more

expensive due to the need to handle the case files. The vendor will also handle the destruction of the records after we have received the necessary Supreme Court approval.

The reason divorce files were selected for this initial scanning/microfilming project is due to the amount of handling that older divorce case files receive. Older divorce files are the most commonly requested older files due to the need for certified copies of Judgments of Dissolution as older residents are retiring or handling estates. As part of this project we will receive pdf files of the divorce cases which will improve the customer service we can offer to those who request certified copies of older divorce records.

We are also in discussions with the Illinois State Archives IRAD facility at Northern Illinois University to take possession of some of our older case files that have historical significance. The advantage of transferring those older files to IRAD is that we do not need Supreme Court approval to destroy the records because they are considered “stored” by the Illinois State Archives in the eyes of the Supreme Court. IRAD currently “stores” the records of many courts from northern Illinois and we hope to soon transfer some McHenry County files to IRAD in DeKalb.

Impact on Human Resources:

None

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

This was a planned expense for the 2010-2011 Fiscal year and we have the budget necessary for this expense in the Court Document Storage Fund.

Impact on Capital Expenditures:

Eventually could have a positive impact on capital expenditures by eliminating or at least delaying the need to build more archives storage space.

Impact on Physical Space:

This project would have a positive impact on the space at the County’s Archives facility. We are removing 341 boxes of older court records that until they have been microfilmed we are unable to destroy. According to County Records Manager Bill Draths the space opened up would be approximately 406 cubic feet. That would be about 17% of the space they would need to store an average year’s worth of new boxes coming in for the whole county.

Impact on Other County Departments or Outside Agencies:

This project would have a positive impact on the storage needs for the entire County by freeing up space in the Archives facility. It would also reduce the number of requests to Archives to retrieve divorce files because 1979-1989 would be available from the scanned copies.

Attachments/Appendices:

Statement of Work from SourceHOV

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

WHEREAS, on July 17, 2007, the County Board of McHenry County, Illinois approved Resolution R-200707-41-169 approving funding for the Circuit Clerk of Court to begin the process of creating a criminal justice information sharing framework that would allow for complete, accurate, timely and responsive sharing of data to meet the needs of the criminal justice community and those it serves; and

WHEREAS, in May, 2009 the McHenry County Circuit Clerk went live with the new software known as Integrated Court Information System and in February, 2010, Court Services went live with their new portion of the software known as Integrated Court Information System – release 2, bringing the County's criminal justice community that much closer to having a complete criminal justice information sharing framework; and

WHEREAS, under the approved time line created by the County Board and represented in the General Fund Financial Model, Court Administration and Information Technology are now ready to implement the next phase of the criminal justice information sharing framework project which includes the purchase and implementation of departmental software for the State's Attorney, Public Defender; and

WHEREAS, an RFP was issued in the summer of 2010 for this purpose, and New Dawn Technologies, 843 South 100 West, Logan, Utah, 84321 was the successful bidder at a total cost not to exceed \$1,537,500; and

WHEREAS, an emergency appropriation of \$1,537,500.00 from the General Fund reserves as reflected in the County's financial model is now needed to the fiscal year 2011 budget to allow for the posting of the purchase price of said software; and

WHEREAS, the Law and Justice, and Finance and Audit Committees recommend entering into this contract with New Dawn Technologies, Inc. and drawing from the General Fund reserves an amount not to exceed \$1,537,500.00 for said payment.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that the Chairman of the Board is hereby authorized to direct the Director of Purchasing to negotiate a contract with New Dawn Technologies, Inc. at a cost not to exceed \$1,537,500.00 with the resultant contract to be reviewed by the States Attorney; and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois, that an emergency appropriation in the amount of \$1,537,500.00 to OCA 900020-6050 (Non-Departmental – Computer Technology) fiscal year 2011 budget is also hereby authorized and is to be offset by a revenue budget line item entry to OCA 900020-9990 (Non-Departmental – Utilization of Fund Balance); and

BE IT FURTHER RESOLVED, that the County Clerk is hereby requested to distribute a certified copy of this Resolution and resultant contract to the County Auditor; the County Administrator; the Information Technology Director; the Associate County Administrator - Finance; the States Attorney; the Public Defender; the Court Administrator; and the Director of Purchasing.

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

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ
McHenry County Clerk



INFORMATION TECHNOLOGY DEPARTMENT

McHENRY COUNTY GOVERNMENT CENTER
2200 NORTH SEMINARY AVENUE
WOODSTOCK IL 60098
815-334-4138 FAX 815-334-4651

COVER MEMORANDUM

TO: Nick Provenzano, Chairman
Law & Justice Committee

FROM: Tom Sullivan, Director
Information Technology Department

DATE: October 3, 2011

SUBJECT: 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

Board/Committee Action Requested:

Approve Resolution Authorizing a Contract with New Dawn Technologies, Inc. for JustWare Case Management Software and an Emergency Appropriation to the Information Technology's FY2011 Budget.

Background:

While Integrated Justice had been on the radar for several years prior, the County Board adopted the Strategic Goal of Integrated Justice in May 2009. Much progress has been made toward this goal with the implementation of the Integrated Courts Information System (ICIS) R1, and the Integrated Courts Information System (ICIS) R2. The public safety system VisionAIR is also being implemented at this time.

Discussion:

Implementing departmental software for the States Attorney and the Public Defender are the next steps in the plan to fulfill the County Board Strategic Goal of Integrated Justice. An RFP was issued in summer 2010, with responses received in the fall. The software was evaluated by States Attorney and Public Defender representatives, and determined to be a good fit for their business work flows. Additionally, the software infrastructure works well with the existing County technology infrastructure, and integrates with existing VisionAIR and OnBase software.

New Dawn Technologies, 843 South 100 West, Logan, Utah, 84321 is the successful bidder at a total cost not to exceed \$1,537,500.00. New Dawn is providing the departmental software modules, and partnering with URL Integration, 9780 Mount Pyramid Court, Suite 250, Englewood, Colorado, 80112 to provide integration services.

Impact on Human Resources:

N/A

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

This contract will impact the 900020-6050 line item of the FY2011 Budget in the total amount of: \$1,537,500.00 and will be offset by utilization of fund balance.

Impact on Capital Expenditures:

This will be considered a capital expenditure.

Impact on Physical Space:

N/A

Impact on Other County Departments or Outside Agencies:

Significant impact to States Attorney and Public Defender.

Conformity to Board Ordinances and Policies:

This is the next step toward the County Board Strategic Goal of Integrated Justice.

Attachments/Appendices:

N/A

Cc: Peter Austin
Lou Bianchi
Mark Cook
Dan Wallis
Tiki Carlson

**RESOLUTION
AUTHORIZING WORKERS' COMPENSATION
CLAIM SETTLEMENT NO. 10-3210-15**

WHEREAS, there is pending litigation against the County of McHenry in claim number 10-3210-15 and

WHEREAS, the Special Assistant State's Attorney entered into negotiations relative to possible settlement of said claim; and

WHEREAS, a settlement has been negotiated in the amount of \$42,043.54 and approved by Human Resources Committee, Management Services Committee, and Finance and Audit Committee.

NOW THEREFORE BE IT RESOLVED, by this County Board of the County of McHenry, Illinois, that the Deputy County Administrator, upon receipt of the executed release, is hereby authorized to direct the Third Party Administrator (Go Self Insured) to issue a check made payable to the claimant and the claimant's attorney in settlement of said claim; and

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

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

COUNTY of McHENRY
ADMINISTRATION/RISK MANAGEMENT
2200 NORTH SEMINARY AVENUE
WOODSTOCK, ILLINOIS 60098-2637

**WORKERS' COMPENSATION
COMMITTEE SETTLEMENT REQUEST**

Date of Injury: 10/28/10 **County claim #:** 10-3210-15 Sheriff's Office

Nature of Injury: Employee was injured when he was assisting an inmate worker move 5 skids of produce from the loading dock to the jail kitchen. The skid went down the ramp too fast. While attempting to slow its movement, the employee felt a pop in his right shoulder followed by a burning sensation. Employee's family MD referred him to an Orthopedist who stated the MRI disclosed a right shoulder partial thickness rotator cuff tear and tendinopathy as well as an aggravation of pre-existing right AC joint arthritis. There was also a non-work related bony change consistent with a prior injury that the employee sustained while serving in Vietnam. Physical therapy as well as anti-inflammatory drugs were prescribed. The employee was placed on modified duty. After cortisone injection and IME was obtained. The IME MD recommended a partial rotator cuff repair with biceps tenotomy and/or tenodesis. Surgery proceeded on January 21, 2011. Physical therapy began 3 weeks after surgery. Employee returned to modified duty on March 7, 2011, returning to full duty without restrictions on May 20, 2011. Employee reached MMI June 16, 2011.

Surgery Date(s) and Type(s): 01/21/11

Off Work: 11/02/10-11/04/10 modified duty 10/05/10 to 01/20/11; off 01/21/11-03/06/11 modified duty 03/07/11-05/19/11;

Temporary Total Disability: \$6,532.65

Total Medical: \$55,309.13

Total Expenses: \$18,279.05

Claim Total: \$122,164.37 including settlement

Settlement Amount: \$42,043.54 (25% of an arm)

Settlement recommended by Special Assistant State's Attorney William Elman

Human Resources Committee: 11/08/11 Mgmt Services: 11/14/11 Finance & Audit Committees: 11/08/11

County Board: 11/15/11

RESOLUTION
AUTHORIZING WORKERS' COMPENSATION CLAIM SETTLEMENT
NUMBERS 07-8200-03 AND 09-8200-02

WHEREAS, there is pending litigation against the County of McHenry in claim numbers 07-8200-03 and 09-8200-02

WHEREAS, the Special Assistant State's Attorney entered into negotiations relative to possible settlement of said claims; and

WHEREAS, a settlement has been negotiated in the amount of \$33,398.12 by the Human Resources Committee, the Management Services Committee, and the Finance and Audit Committee.

NOW THEREFORE BE IT RESOLVED, by this County Board of the County of McHenry, Illinois, that the Deputy County Administrator, upon receipt of the executed release, is hereby authorized to direct the Third Party Administrator (Go Self Insured) to issue a check made payable to the claimant and the claimant's attorney in settlement of said claims; and

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

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

COUNTY of McHENRY
ADMINISTRATION/RISK MANAGEMENT
2200 NORTH SEMINARY AVENUE
WOODSTOCK, ILLINOIS 60098-2637

WORKERS' COMPENSATION
COMMITTEE SETTLEMENT REQUEST

Date of Injury: 12/28/2006 County claim #: 07-8200-03 Division of Transportation

Nature of Injury: Employee is a right hand dominant administrative assistance claiming a repetitive trauma injury to left hand, the date of injury being utilized is December 28, 2006. That was the date when the employee first sought medical treatment and treating MD diagnosed of left volar mass and possible carpal tunnel syndrome. An EMG on July 15, 2007 confirmed left carpal tunnel condition. An IME agreed that surgery was indicated and that the problem was work related. Left carpal tunnel release was performed on September 26, 2007. A Functional Capacity Evaluation (FCE) dated February 5, 2008 indicated that employee qualified for her job duties. Employee's job required her to perform sedentary physical demand level with her recommended physical demand level being "light".

Employee filed a Pro Se application in the Commission and a settlement offer was made to employee in the early summer of 2009 of 17.5% loss of use of left hand. However, Arbitrator required current medical report since the employee was last seen by treating MD in February 2008. The situation was explained a number of time; however, the employee did not understand and retained an attorney.

In early March 2007 employee's treating MD concluded that employee has both work related left and right carpal tunnel syndrome. In the MD's February 2008 report he indicated that the right carpal tunnel caused only mild symptoms now but that surgery might be necessary in the future. At this point, we do not have a current evaluation for the right hand. We will have to re-evaluate our position if the right hand now requires treatment.

Surgery Date(s) and Type(s): 09/26/07

Off Work: 09/26/07 to 02/03/08 returned to modified duty on 02/04/08 released to full duty 02/11/08

Temporary Total Disability: \$6,937.80

Total Medical: \$9,613.15

Total Expenses: \$2,979.33

Claim Total: \$30,732.02 including settlement

Settlement Amount: \$11,201.74 (17.5% loss of use of left hand)

Settlement recommended by Special Assistant State's Attorney William Elman

Human Resources Committee: 11/08/11 Mgmt Services: 11/14/11 Finance & Audit Committees: 11/08/11
County Board: 11/15/11

COUNTY of McHENRY
ADMINISTRATION/RISK MANAGEMENT
2200 NORTH SEMINARY AVENUE
WOODSTOCK, ILLINOIS 60098-2637

WORKERS' COMPENSATION
COMMITTEE SETTLEMENT REQUEST

Date of Injury: 08/06/09

County claim #: 09-8200-02 Division of Transportation

Nature of Injury: Employee is an administrative assistance injured on August 6, 2009. She twisted her right leg and fell back against a filing unit when she was descending from a 3 step foot ladder. After initial treatment 08/10/09 at Mercy Urgent Care, and employee sought treatment with an orthopedist on 08/18/09 who concluded that employee had a medial meniscal tear as well as a ligament sprain and arthritis. He suggested surgery. Employee decided to change to another treating MD on 09/10/09. He performed surgery on 11/25/09 consisting of arthroscopy of the right knee with partial medial menisectomy and chondroplasty of the medial femoral condial. Post operative diagnosis was torn medial meniscus of the right knee, chondromalacia and loose body.

Prior to the surgery an IME was performed on 09/17/09. The IME MD concluded that employee aggravated a pre-existing condition of patellofemoral arthritis and contused the medial compartment of her knee. He stated that her condition was directly related to work injury. He suggested conservative treatment because the initial MRI did not clearly show a tear. The operative report did disclose a complex tear of the meniscus. The employee remained under the care of the second orthopedist. In early December 2009, due to pain employee was referred to the hospital for Venus Doppler studies. Employee returned to modified duty work on 01/28/09.

Due to continued complaints, another IME was scheduled for 02/01/10. Employee presented at the IME using a crutch and reported continued to have pain. The IME MD suggested an additional month of physical therapy. He again reiterated that her accident aggravated her pre-existing condition of degenerative arthritis. He stated that the arthritis condition will require continued treatment but long term treatment will at a certain point be no longer related to the work injury. The last record of treatment from treating MD (05/10/10) indicates that employee should continue her current work restrictions of light duty; no squatting, kneeling or crawling, and that he would see her in 6 months.

Another IME on 06/16/10 concluded that the employee's current symptoms no longer related to her work injury and that her continuing restrictions were those for any patient with an arthritic knee. He believed employee's work restrictions should be minimal squatting, kneeling, crawling and ladder use. Employee indicated to IME MD that she did not believe the operation gave her any significant pain relief. Employee finished physical therapy in April 2010 and was back to work using a cane. Employee denied having symptoms prior to the injury. The IME MD was unsure why employee continued to use a cane. He felt that this was preventing employee from improving her strength with walking. Based on the IME report the County refused to pay for any treatment after 05/10/10. Employee has a sedentary job so her restrictions are well within her employment duties.

All aggravation of pre-existing condition cases, a critical issue is whether the employee had the symptoms prior to the accident. If there were no prior symptoms or treatment pre-accident, the Arbitrator is likely to conclude that the need for current treatment is accident related. The issue is not whether the employee would have eventually needed treatment for the degenerative condition but whether treatment would be currently necessary if the accident had not occurred.

Surgery Date(s) and Type(s): 09/26/07

Off Work: 08/07/09 to 01/27/10; returned to modified duty on ½ days 01/28/10; released to full duty 02/11/10

Temporary Total Disability: \$3,878.20

Total Medical: \$22,699.56

Total Expenses: \$15,455.38

Claim Total: \$64,229.52 including settlement

Settlement Amount: \$22,196.38 (30% loss of use of right leg)

Settlement recommended by Special Assistant State's Attorney William Elman

Human Resources Committee: 11/08/11 Mgmt Services: 11/14/11 Finance & Audit Committees: 11/08/11

County Board: 11/15/11

R E S O L U T I O N

AUTHORIZING MONTHLY TRANSACTIONS FOR THE DELINQUENT TAX PROGRAM

WHEREAS, the County of McHenry had undertaken a program to collect delinquent taxes and to perfect titles to real property in cases where the taxes on same have not been paid pursuant to 35 ILCS 205/216d and 205/235a; and

WHEREAS, pursuant to said program, the County of McHenry has acquired an interest in the real estate described in the attached information; and

WHEREAS, it appears to your Finance Committee that it would be in the best interest of the County to dispose of its interest in said property; and

WHEREAS, the parties in the attached information, have offered the amounts shown and the distribution of these amounts have been determined as stated; and

WHEREAS, your Finance and Audit Committee recommends the adoption of this Resolution.

NOW, THEREFORE BE IT RESOLVED, by the County Board of McHenry County, Illinois, that the Chairman is hereby authorized to either execute a deed of conveyance of the County's interest or authorize a cancellation of the appropriate certificates of purchase, whatever the case may be, relative to the real estate described in the attached information for the amounts shown, to be disbursed according to law (said information sheets attached hereto and made part hereof); and

BE IT FURTHER RESOLVED, that the County Clerk is hereby requested to distribute a certified copy of this Resolution to the County Administrator; Treasurer; and the State's Attorney; and the McHenry County Delinquent Tax Agent.

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

| RES# | Account | Type | Account Name | Total Collected | County Clerk | Auctioneer | Recorder/ Sec of State | Agent | Treasurer |
|-----------|----------|------|--------------------------------------|-----------------|--------------|------------|------------------------|--------|-----------|
| 11-11-001 | 0911166D | SAL | NETTLETON DEVELOPMENT, LLC | 650.00 | 76.76 | 0.00 | 50.00 | 350.00 | 173.24 |
| 11-11-002 | 0911004D | SAL | SEAN MCCALLISTER | 701.00 | 93.38 | 0.00 | 50.00 | 350.00 | 207.62 |
| 11-11-003 | 0911007D | SAL | MCHENRY COUNTY CONSERVATION DISTRICT | 650.00 | 76.76 | 0.00 | 50.00 | 350.00 | 173.24 |
| 11-11-004 | 0911008D | SAL | MCHENRY COUNTY CONSERVATION DISTRICT | 650.00 | 76.76 | 0.00 | 50.00 | 350.00 | 173.24 |
| 11-11-005 | 0911012D | SAL | MCHENRY COUNTY CONSERVATION DISTRICT | 650.00 | 76.76 | 0.00 | 50.00 | 350.00 | 173.24 |
| 11-11-006 | 0911013D | SAL | MCHENRY COUNTY CONSERVATION DISTRICT | 650.00 | 76.76 | 0.00 | 50.00 | 350.00 | 173.24 |
| 11-11-007 | 0911014D | SAL | MCHENRY COUNTY CONSERVATION DISTRICT | 650.00 | 76.76 | 0.00 | 50.00 | 350.00 | 173.24 |
| 11-11-008 | 0911015D | SAL | BRIAN MCMANAWAY | 680.00 | 76.76 | 0.00 | 50.00 | 350.00 | 203.24 |
| 11-11-009 | 0911016D | SAL | WILLIAM KOSINAR | 715.00 | 117.73 | 0.00 | 50.00 | 350.00 | 197.27 |
| 11-11-010 | 0911019D | SAL | HUGH FRISBIE | 650.00 | 51.38 | 0.00 | 50.00 | 350.00 | 198.62 |
| 11-11-011 | 0911032D | SAL | CHRISTOPHER D. RABE | 700.00 | 93.38 | 0.00 | 50.00 | 350.00 | 206.62 |
| 11-11-012 | 0911033D | SAL | ELIZABETH A. HADERLEIN | 650.00 | 82.30 | 0.00 | 50.00 | 350.00 | 167.70 |
| 11-11-013 | 0911034D | SAL | ELIZABETH A. HADERLEIN | 650.00 | 82.30 | 0.00 | 50.00 | 350.00 | 167.70 |
| 11-11-014 | 0911036D | SAL | SABRE GROUP, LLC | 2,004.00 | 244.35 | 0.00 | 50.00 | 488.50 | 1,221.15 |
| 11-11-015 | 0911038D | SAL | LAC HOLDINGS, LLC | 751.00 | 82.30 | 0.00 | 50.00 | 350.00 | 268.70 |
| 11-11-016 | 0911084D | SAL | ALLAN BRINK | 660.00 | 76.76 | 0.00 | 50.00 | 350.00 | 183.24 |
| 11-11-017 | 0911086D | SAL | RHONDA F. LANG-RUSHING | 1,500.00 | 76.76 | 0.00 | 50.00 | 362.50 | 1,010.74 |
| 11-11-018 | 0911106D | SAL | WILLIAM P. PUTZBACH | 1,089.00 | 76.76 | 0.00 | 50.00 | 350.00 | 612.24 |
| 11-11-019 | 0911107D | SAL | NICOLE KERR | 652.00 | 76.76 | 0.00 | 50.00 | 350.00 | 175.24 |
| 11-11-020 | 0911108D | SAL | NICOLE KERR | 652.00 | 76.76 | 0.00 | 50.00 | 350.00 | 175.24 |
| 11-11-021 | 0911109D | SAL | GEORGE SCHAEFER | 1,550.00 | 76.76 | 0.00 | 50.00 | 375.00 | 1,048.24 |
| 11-11-022 | 0911110D | SAL | WILLIAM P. PUTZBACH | 1,279.00 | 76.76 | 0.00 | 50.00 | 350.00 | 802.24 |
| 11-11-023 | 0911113D | SAL | WILLIAM P. PUTZBACH | 1,360.00 | 76.76 | 0.00 | 50.00 | 350.00 | 883.24 |
| 11-11-024 | 0911116D | SAL | JEFF J. JAYKO | 650.00 | 76.76 | 0.00 | 50.00 | 350.00 | 173.24 |
| 11-11-025 | 0911122D | SAL | MIKE LESPERANCE | 750.00 | 95.57 | 0.00 | 50.00 | 350.00 | 254.43 |
| 11-11-026 | 0911124D | SAL | MARIA KNAPIK | 655.00 | 76.76 | 0.00 | 50.00 | 350.00 | 178.24 |
| 11-11-027 | 0911125D | SAL | VICKI L. BETKE | 666.00 | 191.14 | 0.00 | 50.00 | 350.00 | 74.86 |
| 11-11-028 | 0911133D | SAL | RUSSELL LEWIS | 655.00 | 87.84 | 0.00 | 50.00 | 350.00 | 167.16 |
| 11-11-029 | 0911136D | SAL | SCOTT COX | 651.00 | 126.31 | 0.00 | 50.00 | 350.00 | 124.69 |
| 11-11-030 | 0911157D | SAL | KENNETH E. COX | 2,656.00 | 87.84 | 0.00 | 50.00 | 651.50 | 1,866.66 |
| 11-11-031 | 0911158D | SAL | JEFFREY D. CAMBORA | 1,000.00 | 87.84 | 0.00 | 50.00 | 350.00 | 512.16 |
| 11-11-032 | 0911159D | SAL | JEFFREY D. CAMBORA | 1,000.00 | 87.84 | 0.00 | 50.00 | 350.00 | 512.16 |
| 11-11-033 | 0911169D | SAL | THOMAS J. SCHNITE, JR. | 2,100.75 | 183.41 | 0.00 | 50.00 | 512.69 | 1,354.65 |
| 11-11-034 | 0911175D | SAL | PATRICK M. O'LEARY | 708.00 | 202.22 | 0.00 | 50.00 | 350.00 | 105.78 |
| 11-11-035 | 0911190D | SAL | NETTLETON DEVELOPMENT, LLC | 750.00 | 76.76 | 0.00 | 50.00 | 350.00 | 273.24 |
| 11-11-036 | 0911191D | SAL | THOMAS J. SCHNITE, JR. | 3,100.50 | 76.76 | 0.00 | 50.00 | 762.62 | 2,211.12 |
| 11-11-037 | 0911196D | SAL | MARIA MATVIIV | 1,018.00 | 76.76 | 0.00 | 50.00 | 350.00 | 541.24 |
| 11-11-038 | 0911198D | SAL | LISA JOYCE | 1,313.00 | 93.38 | 0.00 | 50.00 | 350.00 | 819.62 |
| 11-11-039 | 0911199D | SAL | NETTLETON DEVELOPMENT, LLC | 750.00 | 82.30 | 0.00 | 50.00 | 350.00 | 267.70 |
| 11-11-040 | 0911200D | SAL | WILLIAM P. PUTZBACH | 770.00 | 82.30 | 0.00 | 50.00 | 350.00 | 287.70 |
| 11-11-041 | 0911212D | SAL | JONATHAN MEYER | 650.00 | 76.76 | 0.00 | 50.00 | 350.00 | 173.24 |
| 11-11-042 | 0911244D | SAL | HOME STATE BANK LAND TRUST #5765 | 1,250.00 | 76.76 | 0.00 | 50.00 | 350.00 | 773.24 |

| RES# | Account | Type | Account Name | Total Collected | County Clerk | Auctioneer | Recorder/ Sec of State | Agent | Treasurer |
|-----------|----------|------|-------------------|--------------------|-------------------|---------------|------------------------|--------------------|--------------------|
| 11-11-043 | 0911254D | SAL | GARY LECHNER | 3,700.00 | 76.76 | 0.00 | 50.00 | 912.50 | 2,660.74 |
| 11-11-044 | 0911256D | SAL | CHRISTOPHER FOOTE | 777.83 | 76.76 | 0.00 | 50.00 | 350.00 | 301.07 |
| 11-11-045 | 0911261D | SAL | JASON K. NOTO | 1,500.00 | 76.76 | 0.00 | 50.00 | 362.50 | 1,010.74 |
| Totals | | | | \$47,214.08 | \$4,174.11 | \$0.00 | \$2,250.00 | \$17,377.81 | \$23,412.16 |

| | | | |
|-------|-------|----------------------------|--------------------|
| _____ | _____ | Clerk Fees | \$4,174.11 |
| _____ | _____ | Recorder/Sec of State Fees | \$2,250.00 |
| _____ | _____ | Total to County | \$29,836.27 |
| _____ | _____ | | |

Committee Members

R E S O L U T I O N**AUTHORIZING ACCEPTANCE OF A TECHNICAL ASSISTANCE GRANT FROM THE CHICAGO METROPOLITAN AGENCY FOR PLANNING, A CONTRACT WITH CAMIROS, LTD FOR DEVELOPING A NEIGHBORHOOD SUBAREA PLAN, AND AN EMERGENCY APPROPRIATION TO THE FY 2011 PLANNING AND DEVELOPMENT BUDGET**

WHEREAS, the Department of Planning and Development previously received approval from the Planning and Development Committee to request a Technical Assistance from the Chicago Metropolitan Agency for Planning (CMAP) for assistance with developing a Neighborhood Subarea Plan for the traditional neighborhoods along the County's waterways; and

WHEREAS, CMAP agreed to provide the County with Technical Assistance in the form of CMAP staff support for developing the Neighborhood Subarea Plan and upon the conclusion of initial project scoping meetings, CMAP staff requested that the County consider acceptance of a Technical Assistance Grant so that the County could retain private sector expertise for the development of the Neighborhood Subarea Plan; and

WHEREAS, the Planning and Development Committee agree that staff should explore CMAP's recommendation and therefore accept a Technical Assistance Grant in the amount of \$80,000 which does not require the expenditure of any matching funds; and

WHEREAS, development of the waterfront neighborhood plan is directly related to the County's ongoing development of a Unified Development Ordinance (UDO) which will contain regulations specifically intended to facilitate the maintenance of existing structures and the appropriate redevelopment of properties within waterfront neighborhoods; and

WHEREAS, the County has an existing contractual relationship with Camiros LTD of Chicago, Illinois, for developing the UDO and through the extensive research and community outreach already conducted in the course of developing the UDO, Camiros has existing knowledge of the planning, infrastructure, and resource issues within the County's traditional waterfront neighborhoods. Using a single consultant will best ensure consistency between the seamless integration of the neighborhood subarea plan and the UDO; and

WHEREAS, after reviewing the proposed scope of services submitted by Camiros, the Director of Planning and Development and the Director of Purchasing recommend the County extend its existing contract with Camiros LTD of Chicago, Illinois, to provide additional services for preparing a waterfront neighborhood subarea plan at a cost not to exceed \$80,000.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that the Chairman of the Board is hereby authorized to enter into an agreement with the Chicago Metropolitan Agency for Planning (CMAP) to accept an \$80,000 Technical Assistance Grant; and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois that the Chairman of the Board is also hereby authorized to enter into a contractual arrangement with Camiros, LTD of Chicago, Illinois for the creation of a Neighborhood Subarea Plan for waterfront neighborhoods at a cost not to exceed \$80,000; and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois that an emergency appropriation in the amount of \$80,000 to OCA 100005-4001 (Planning & Development – Contractual Services) is also hereby authorized to the FY 2011 budget and is to be offset by a revenue budget line item entry to OCA 100005-9450 (Planning & Development – Local Government Grants); and

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

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

Department of Planning and Development
McHenry County Government Center - Administration Building

2200 North Seminary Avenue
Woodstock, Illinois 60098



815 334-4560 Fax 815 337-3720
www.co.mchenry.il.us

MEMORANDUM

To: Tina Hill, Chairman
and Members of the Planning and Development Committee

Scott Breeden, Chairman
and Members of the Finance and Administration Committee

From: Dennis A. Sandquist, Director of Planning and Development

Date: October 21, 2011

Re: Authorizing an emergency appropriation in the Planning and Development
Department Budget and entering into a contract extension with Camiros, LTD for
developing a Subarea Plan for waterfront neighborhoods

Board/Committee Action Requested:

Staff is requesting that the P&D and F&A Committees recommend authorizing an emergency appropriation in the Planning and Development Department Budget in the amount of \$80,000 and entering into a contract extension with Camiros, LTD for developing a subarea plan waterfront neighborhoods, at a cost not to exceed \$80,000.

Background:

The Committee previously approved the Department of Planning and Development's request to seek Technical Assistance from the Chicago Metropolitan Agency for Planning (CMAP) for assistance with developing a subarea plan for the traditional small-lot residential neighborhoods along the County's waterways. CMAP agreed to provide the County with technical assistance in the form of staff support. However, upon conclusion of the initial project scoping meetings, CMAP staff requested that the County consider acceptance of a cash grant instead of staff support. In July, the Committee agreed that staff should explore this option with CMAP.

Discussion:

On October 12, 2012, the CMAP Board has approved a Technical Assistance Grant in the amount of \$80,000 for McHenry County. This grant does not require the

expenditure of any matching funds. The cash grant will allow the County to retain a private consultant to develop the subarea plan.

The waterfront neighborhood plan is directly related to Unified Development Ordinance (UDO), which is currently under development. The ordinance will contain regulations specifically intended to facilitate the maintenance of structures and the appropriate redevelopment of properties within existing waterfront neighborhoods. The subarea plan will address the following items: a) long term vision for each waterfront planning area; b) key infrastructure needs and actions; c) key riparian needs and actions; d) key building maintenance needs and actions; e) key environmental management actions; and f) proposed approaches to land use regulation. These land use regulations will be included in the UDO. While the UDO will contain the specific land use regulations, the subarea plan will guide how and in which neighborhoods the regulations should be applied.

Camiros LTD of Chicago, Illinois, has been retained by the County to prepare the UDO. Using the same consultant to develop the subarea plan will ensure consistency between the plan and the UDO. In addition, because of the extensive research, stakeholder meetings, P&D Committee meetings, and ZBA meetings that Camiros has already conducted in the course of developing the UDO, Camiros has existing knowledge of the planning, infrastructure, and resource issues that the County needs to address within the subarea plan for waterfront neighborhoods.

Purchasing Director Kathy Link has indicated that we can enter into a contract extension with Camiros for the purpose of developing the subarea plan for waterfront neighborhoods. Camiros has prepared a proposed scope of services for the project, which is attached. Based on my review of the proposed scope of services, it is my recommend that the County enter into a contract extension with Camiros for the purpose of developing the subarea plan for waterfront neighborhoods, at a cost not to exceed \$80,000.

Impact on Human Resources:

This request will not have any impact on departmental or county staffing. Existing staff will work with the consultant on this project along with the UDO.

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

This request will not have any impact on the County budget. The additional expenditures will be offset by the grant award. The grant does not require any local matching funds.

Impact on Capital Expenditures:

This request will not have any impact on capital expenditures.

Impact on Physical Space:

This request will not have any impact on physical space.

Impact on Other County Departments or Outside Agencies:

The same County Departments that are providing information and data for the UDO (Environmental Health, McDOT) will also be asked to provide information and data for the subarea plan.

Conformity to Board Ordinances and Policies:

This request confirms with County procurement policies and ordinances.

Attachments:

Resolution

Proposed Scope of Services

cc: Deputy County Administrator-Finance, Purchasing Department

CAMIROS

411 South Wells, Chicago, Illinois 60607 Phone: (312)922-9211 Fax: (312)922-9689 <http://www.camiros.com>

September 26, 2011

Mr. Dennis Sandquist
Director of Planning
County of McHenry
667 Ware, Road
Woodstock, IL 60098

Re: Small lot subarea planning

Dear Dennis,

This is a revised proposal to reflect the directions given by Darrell Moore following review of the original proposal. Darrell's comments offered four key suggestions:

1. The scope of the study and plan should be larger than the three development areas suggested initially. It should provide useful guidance for addressing land use and regulatory issues in all areas of the county having small lots.
2. This program will need to involve physical reconnaissance and assessment of conditions in a larger area than originally contemplated.
3. More meetings than initially proposed will probably be needed to assure involvement of municipalities adjacent to these areas, representatives of affected homeowners associations and, perhaps, a larger number of County Board Commissioners.
4. The study might utilize a case study approach to demonstrate findings and recommendations

Initially we foresaw the opportunity to hold individual meetings with adjacent municipality representatives, and to meet with homeowners' association leadership specific to each of the assumed three study areas. While we are willing to do this on an expanded basis, it might be cost prohibitive. Indeed, I'm not quite clear on the number of entities that might be involved in such meetings until we get into the project.

Therefore, I am suggesting an initial approach that sets up a series of group meetings for a series of communities sharing a similar geography. I've also set up a meeting bank to provide for individual meetings should municipalities show interest and want to discuss possible approaches to working with adjacent unincorporated areas. We have looked at the map of the County, and believe that we need your help to accurately identify the number and locations of these grouped geographies, which I've called "planning areas" within this letter. We have made the assumption, for costing, that we can group them into five planning areas.

Our approach is similar to that previously proposed. Initially, we would collect and map the following data for each "planning area" through map, aerial and field analysis:

- Environmental protection and management
- Land use
- Infrastructure
- Housing conditions
- Lot size and housing type
- Development regulations

We would then hold an initial meeting within each "planning area" to outline conditions and to learn the local concerns regarding local property and infrastructure conditions, interest in joining with adjacent municipalities and impacts of current regulation upon housing quality, development opportunities and the local real estate market. This information will help us identify the key issues and determine if they are common to the entire "planning area" or specific to subsections. Thus, we could learn that all or part of the "planning area" fits one or more of the following scenarios, and then shape our area improvement and land use regulation proposals accordingly.

- Continued management of present conditions into the future
- Encourage some form of area improvement including redevelopment to a fully improved scale
- Work to integrate the area with adjacent municipalities and get the County out of the small lot housing category.

We could then review these proposals with you and relevant County Board members, and determine the best approach, such as case studies, to illustrate the issues and present various approaches to land use regulation and development management. We would meet again with the above parties to secure concurrence with the proposals most applicable to the planning areas or identify any modifications necessary to better reflect local realities and anticipated future patterns of development.

We would incorporate these findings into a program of actions and suggested zoning district(s), review it with you and prepare a final report.

SCOPE OF SERVICES

A modified scope of services to reflect the enlarged study area could be as follows:

Task 1: Startup meeting:

We would meet with you, Darrell and perhaps the County Board members representing areas of small lots to agree upon the work to be done, schedule and identify key contacts at the County and adjacent municipalities.

We would meet with members of the County staff to gain insights into housing (CDBG) issues, environmental issues, infrastructure issues, land use control issues and attitudes of local residents (if known) and adjacent municipalities regarding existing and future conditions within these areas. We would identify and map agreed upon "planning areas" containing unincorporated small lot subdivisions in water oriented

areas that cluster around common municipalities.

We could also meet with the County Board P&D Committee to learn their concerns and insights regarding the issues and future of these areas.

Task 2: Conditions Analysis:

We would collect and review current County data and conduct field research where necessary in order to build a current inventory of existing conditions within each planning area. This would include mapping and/or analysis of:

- a. Building and lot size and character
- b. Infrastructure and water access characteristics
- c. Services provided by the County
- d. Environmental conditions

Task 3: Issues meetings with adjacent municipalities:

We would organize meetings with representatives of the Village Boards within each planning area (we are assuming five meetings) to identify any interest in future annexation and the basis of that interest. Each of the meetings will also serve as an opportunity to understand local zoning controls within those communities having similar properties and the potential of applying these controls to the adjacent or nearby County areas.

Task 4: Community issues and needs meeting(s)

We would schedule a meeting with the leadership of the homeowners associations within each of these planning areas the same day or evening we meet with the municipalities to understand their perspectives on local needs and interests in supporting any local improvements or modification to development regulations. Establishment of "back to back" meetings with planning area municipalities and homeowners' association leadership should help us control cost.

Task 5: County staff workshop re issues and directions

We would prepare a summary memorandum on conditions, local expectations and potential approaches for discussion with County staff. We would suggest and agree upon specific case studies, if applicable, to use as a basis for developing and presenting recommendations. If desired, we could present this memorandum and our agreed on planning direction to the P&D Committee of the County Board.

Task 6: Joint County and adjacent municipality review

Should the directions of the memorandum developed above have the potential to involve adjacent municipalities, would be attend a joint meeting between County and candidate municipality leadership to discuss the potentials for joint coordination. We assume that these meetings could occur during the day at the County offices.

Task 7: Develop strategic program

We will undertake agreed the work direction outlined in the memorandum of Task 5 to prepare a program of recommendations that address the following for the small lot areas:

- a. Long term vision per planning area
- b. Key infrastructure needs and actions
- c. Key riparian needs and actions
- d. Key building maintenance needs and actions
- e. Key environmental management actions
- f. Proposed approaches to land use regulation to be reflected in the UDO

Task 8: Strategic program meeting(s) with county residents and adjacent municipalities

Following review of program recommendations with you we would attend a meeting of the leadership of all affected homeowner associations to brief the residents on the scope of the recommendations, take input, and if appropriate also meet with adjacent community leadership for the same purpose. We assume this would be done on a planning area basis. We would adjust our program recommendations based upon this input.

Task 9: Finalize subarea plan

We would meet with the County Board P&D Committee to review the recommendations and receive direction to finalize the plan

We will then prepare a draft final plan which summarizes the issues and recommended land use regulation and related proposals resulting from the study. These recommendations will include specific directions for drafting required UDO regulations. This report will address common issues and then outline specific actions for each of the planning areas if appropriate.

Following a review with staff, we would present the draft to the County Board for adoption as component of comprehensive plan. A final document would then be prepared.

COST

We estimate that the cost for these services would range between \$60,000 and \$70,000 that reflects up to five sets of planning area meetings and a provision for a follow up meeting and question response bank of \$10,000. It also makes provision for three days of Baxter and Woodman's staff to review infrastructure issues should that be necessary.

We estimate that we could complete this assignment within five to six months of receipt of an authorization to proceed. I would lead this study utilizing Arista Strungys and Nik Davis as key staff, thereby optimizing the use of persons already familiar with issues within the County.

Sincerely

A handwritten signature in black ink, appearing to read "Leslie S. Pollock". The signature is fluid and cursive, with the first name being the most prominent.

Leslie S. Pollock FAICP
Principal Consultant

C: Darell Moore, McHenry County

RESOLUTION
APPROVING A CONSTRUCTION ENGINEERING SERVICES AGREEMENT
FOR THE ILLINOIS ROUTE 31 AT VIRGINIA ROAD AND KLASEN ROAD
PROJECT

WHEREAS, McHenry County and the Illinois Department of Transportation have studied the Illinois Route 31 and Algonquin Road intersection extensively concluding the need to construct the Illinois Route 31 Western Algonquin Bypass which is part of the approved McHenry County Division of Transportation's FY 2011 to 2015 Highway Improvement Program; and

WHEREAS, part of the said improvements will include the improvement of the Illinois Route 31/Virginia Road/Klasen Road intersection; and

WHEREAS, said improvements will require the services of a consulting engineering firm to provide construction supervision and documentation (Phase III engineering) for the project; and

WHEREAS, the Transportation Committee has selected Civiltech Engineering, Inc. to continue with the Phase III engineering as they have completed the Phase I Preliminary Engineering and Phase II Design Engineering for this project; and

WHEREAS, said project has been approved by the Illinois Department of Transportation to receive state and federal funding for 100% of the Phase III engineering; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Engineering Services Agreement with Civiltech Engineering, Inc. of Itasca, Illinois for a not to exceed amount of \$1,087,418.00 to provide said engineering services, said agreement attached hereto and hereby made a part hereof.

NOW THEREFORE BE IT RESOLVED, by the County Board of McHenry County that the Engineering Services Agreement between McHenry County and Civiltech Engineering, Inc. is hereby approved in the not to exceed amount of \$1,087,418.00; and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois that there is hereby appropriated the sum of one million ninety thousand dollars (\$1,090,000.00) from the RTA Sales Tax Fund, OCA code 820006-4455 for said engineering services; and

BE IT FURTHER RESOLVED, that this project is hereby designated as Section 96-00209-01-PV; 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 two certified copies of this resolution to the Director of Transportation/County Engineer, one of which will be forwarded to the Illinois Department of Transportation through its regional engineer's office at Schaumburg, Illinois.

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

| | | |
|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| Local Agency |  Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation | Consultant |
| McHenry County Division of Trans. | | Civiltech Engineering, Inc. |
| County McHenry | | Address 450 E Devon Avenue, Suite 300 |
| Section 96-00209-01-PV | | City Itasca |
| Project No. HPP-4064(003) | | State Illinois |
| Job No. C-91-254-09 | | Zip Code 60143 |
| Contact Name/Phone/E-mail Address Walter Dittrich; 815.334.4980 wrdittrich@co.mchenry.il.us | Contact Name/Phone/E-mail Address James D. Ewers; 630.773.3900 jewers@civiltechinc.com | |

THIS AGREEMENT is made and entered into this _____ day of _____, 2011 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT the following terms are used, they shall be interpreted to mean:

Regional Engineer Regional Engineer, Department of Transportation
Resident Engineer LA Employee directly responsible for construction of the PROJECT
Contractor Company or Companies to which the construction contract was awarded

Project Description

Name IL Route 31 Route FAU 117 Length 1.72 mi. Structure No. N / A
Termini At Klasen Road & Virginia Road

Description: This is a roadway reconstruction project, and the work consists of reconstruction with P.C. concrete pavement, two new 12' lanes in each direction with left turn lanes, realignment of Virginia Road, an enclosed drainage system, traffic signals, full depth HMA pavement, curb & gutter, bike path, pavement markings, and all incidental and collateral work necessary to complete the project.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
- f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
- g. Inspect, document and inform the resident engineer of the adequacy of the establishment and maintenance of the traffic control.

- h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the resident engineer or authorized representative.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the resident engineer, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
 - b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

II. THE LA AGREES,

1. To furnish a resident engineer to be in responsible charge of general supervision of the construction.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the RESIDENT ENGINEER. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

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

- (4) the penalties that may be imposed upon an employee for drug violations.
 - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

| Prime Consultant: | TIN Number | Agreement Amount |
|----------------------------------------------|------------|------------------|
| Civiltech Engineering, Inc. | 36-3606666 | \$1,006,777.00 |
| | | |
| Sub-Consultants: | TIN Number | Agreement Amount |
| Midland Standard Engineering & Testing, Inc. | 20-4527015 | \$80,641.00 |
| | | |
| | | |
| | | |
| Sub-Consultant Total: | | \$80,641.00 |
| Prime Consultant Total: | | \$1,006,777.00 |
| Total for all Work: | | \$1,087,418.00 |

Executed by the LA:

McHenry County Division of Transportation

 (Municipality/Township/County)

ATTEST:

By: _____

By: _____

County Clerk

Title: County Board Chairman

(SEAL)

Executed by the ENGINEER:

Civiltech Engineering, Inc.

ATTEST:

By: _____

By: _____

Title: Vice President

Title: President

Exhibit A - Construction Engineering

Route: FAU 117 (IL Route 31) at Klasen & Virginia
 Local Agency: McHenry County Division of Trans.
 (Municipality/Township/County)
 Section: 96-00209-01-PV
 Project: HPP-4064(003)
 Job No.: C-91-254-09

*Firm's **approved rates** on file with IDOT'S Bureau of Accounting and Auditing:

Overhead Rate (OH) 155.73 %
 Complexity Factor (R) 0.00
 Calendar Days _____

Method of Compensation:

- Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
- Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
- Specific Rate
- Lump Sum

Cost Estimate of Consultant's Services in Dollars

| Element of Work | Employee Classification | Man-Hours | Payroll Rate | Payroll Costs (DL) | Overhead* | Services by Others | In-House Direct Costs (IHDC) | Profit | Total |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-----------|--------------|--------------------|-----------|--------------------|------------------------------|--------|-------|
| <div style="border: 1px solid black; padding: 20px; width: fit-content; margin: 0 auto;"> <p style="font-size: 24px; font-weight: bold; margin: 0;">See attached Cost Estimate of Consultant's Services</p> </div> | | | | | | | | | |
| Totals | | 0.00 | | | | | | | |

**COST ESTIMATE OF CONSTRUCTION SERVICES
PHASE III ENGINEERING SERVICES
IL Route 31 at Klasen Road & Virginia Road
McHenry County Division of Transportation**

Route: IL Route 31 at Klasen Road & Virginia Road
Local Agency: McHenry County Division of Transportation
Section No.: 96-00209-01-PV
Project No.: HPP-4064(003)
Job No.: C-91-254-09
County: McHenry

*Includes annual increase for work in 2012
 **Firm's approved Over Head rate on file with IDOT's Bureau of Accounting and Auditing is 155.73%.
 ***Labor x 0.145 x 2.5573 = Fixed Fee
 Complexity factor (R=0.00)

Consultant: Civiltech Engineering, Inc.

Prepared: 4/18/2011

| ITEM | Employee Classification | Total Number of Manhours | Percent of Total | DOLLARS (\$) | | | | |
|-------------------------------|-------------------------|--------------------------|------------------|---------------|-------------------|---------------------------------------------------------------------------|-------------------------------|---------------------|
| | | | | Payroll Rate* | Payroll Costs | Payroll, Burden & Fringe Costs; Overhead & Expenses** (Labor x 1.5573) | Profit*** (Labor x 0.3708) | TOTAL |
| Construction Engineering: | Res. Engr. | 2,495 | 28.11% | \$ 45.85 | \$ 114,396 | \$ 178,149 | \$ 42,418 | \$ 334,963 |
| | Asst. R.E. | 2,255 | 25.41% | \$ 36.80 | \$ 82,984 | \$ 129,231 | \$ 30,770 | \$ 242,985 |
| | Doc. Engr. | 1,800 | 20.28% | \$ 29.55 | \$ 53,190 | \$ 82,833 | \$ 19,723 | \$ 155,746 |
| | Engr. | 1,652 | 18.61% | \$ 32.70 | \$ 54,020 | \$ 84,125 | \$ 20,031 | \$ 158,176 |
| | Technician | 0 | 0.00% | \$ 15.00 | \$ - | \$ - | \$ - | \$ - |
| | Surveyor | 320 | 3.61% | \$ 33.15 | \$ 10,608 | \$ 16,520 | \$ 3,933 | \$ 31,061 |
| | Website Admnstr. | 212 | 2.39% | \$ 26.40 | \$ 5,597 | \$ 8,716 | \$ 2,075 | \$ 16,388 |
| | Design Mngr. | 64 | 0.72% | \$ 56.00 | \$ 3,584 | \$ 5,581 | \$ 1,329 | \$ 10,494 |
| | Proj. Mngr. | 78 | 0.88% | \$ 63.00 | \$ 4,914 | \$ 7,653 | \$ 1,822 | \$ 14,389 |
| SUBTOTAL | | | | | | | | \$ 964,202 |
| Direct Expenses: | | | | | | | | |
| 1.) Vehicle Expense (Mileage) | | | | | | | | \$ 38,800 |
| 2.) Material Testing | | | | | | | | \$ 80,641 |
| 3.) Printing Expense | | | | | | | | \$ 875 |
| 4.) Photography | | | | | | | | \$ 800 |
| 5.) Website | | | | | | | | \$ 2,100 |
| TOTALS | | 8,876 | 100.00% | | \$ 329,293 | \$ 512,808 | \$ 122,101 | \$ 1,087,418 |

- 1.) 970 Days @ \$40.00/Day
- 2.) Material Testing (Midland Standard Engineering & Testing, Inc.)
- 3.) Estimated printing expense for Record Drawings
- 4.) Estimated photography expense
- 5.) Website domain & costs

IL Route 31 at Klasen Road & Virginia Road Summary of Direct Costs

Route: IL Route 31 at Klasen Road & Virginia Road
Local Agency: McHenry County Division of Transportation
Section: 96-00209-01-PV
Proj. No.: HPP-4064(003)
Job No.: C-91-254-09
County: McHenry
Contract No.: 63553

Direct Costs:

Printing Expense

Assume 3 large sets for working drawings & 1 set for final "As-Builts"

Bond Prints: 3 sets X 235 sheets/set X \$0.66 per sheet = \$465.30

Mylars: 1 set X 235 sheets/set X \$1.75 per sheet = \$411.25

Total = \$876.55

Say: \$875.00

Photography Expense

Assume 80 sets of developed digital pictures @ \$10.00 ea. = \$800.00

Total: \$800.00

PROJECT APPROACH (SCOPE OF SERVICES)

Civiltech will provide a Resident Engineer, Assistant Resident Engineer, Documentation Engineer, Inspectors, and Surveyor as needed who are fully experienced in the administration of the contract work listed above. When the amount or type of work necessitates it, additional inspectors, designers, or structural engineers will be available. Our Resident Engineer will act as a liaison between McHenry County and the contractor, residents, business owners, and any other concerned party.

The Resident Engineer and Project Manager will be responsible for the timing of when additional inspectors are assigned while keeping the budget in mind. The Project Manager will also ensure the quality of our services and facilitate the multiple levels of coordination that are required for a project of this complexity. Our surveyor will be available for initial layout of control points and construction staking verification, and our Resident Engineer is also qualified to perform the layout. We agree with all the tasks listed in the County's General Scope of Services, and we would like to expand upon them in more detail.

COMMUNICATION / PUBLIC NOTIFICATION

Public notification and communication will be critical for this improvement. Civiltech is committed to keeping all the involved parties fully informed so they can be contributing players. Proper notification will be accomplished with multiple forms of communication from changeable message signs along the project to informational flyers to what we consider the best communication which is face to face with the actual owners / operators of the individual properties.

Public Meetings

We have had success on past projects with an informal open house style Public Meeting prior to construction. In order to keep the lines of communication with the businesses and residents fully open, we will host and / or participate in a Public Information Meeting before construction when the contractor and their schedule become known. An additional meeting between stages of construction or during the project's progress can also be included. Our designers, who have the most knowledge of this project, will be the main players at the Public Meetings. They will be able to best communicate what will be built, how it will be accomplished, and follow through with any commitments that have been made during the design process with those that are most affected. Our design team will make the proper introductions between our construction engineering team and their many involved parties and contacts. We will build on the contacts made at these meetings so that each property along the project is well informed and becomes a true stakeholder in the process. It is this personal contact that brought success to our former projects and will solve the coordination and information challenges of this improvement as well. When people understand what needs to happen in front of their property and how long each activity will last, they can better accommodate the work and still get their business done. We have received many compliments and "thank you's" from satisfied property owners who were truly part of the process. The inconvenience of the rehabilitation is greatly reduced when the stakeholder is working with us to determine the best solution.

Website

Civiltech has developed and supported dynamic websites for previous projects, and will create one for this project. Of course the most important aspect of the webpage would be to announce construction alerts, stage changes, other news concerning the project, and be able to accept and answer questions regarding the improvement. We would keep the site updated with pertinent information and photos. It is an excellent and efficient tool for

spreading project status and keeping the public fully informed. We will have a person dedicated to maintaining the website with daily and even more frequent updates regarding the construction status. Our website administrator has the experience of properly running our existing project websites, and will help our resident engineer by keeping close contact regarding project status, and present the updates in an easy to understand format. The website administrator is not an engineer, and has a knack for converting what can sometimes be language that is too technical into layman's terms. If desired, social media will also be used to blast updates out to the project stakeholders who have signed up for the service. Visitors to the site will be able to contact our website administrator either over the internet or the provided phone number. We are committed to having a person answer the phone or call back within a very short time. A friendly voice on the end of the line is one of the most calming features of good communications. If the question cannot be answered immediately, our administrator will have the Resident Engineer contact the resident. The phone number of the Resident Engineer will be given out regardless of whether the question is answered immediately or not. The IL Route 31 Improvement website will be attractive and informative. Most visitors will be satisfied and have their questions answered on the spot through the ample amounts of project information that will be listed.

Individual Contact and Communication

We will have one point of contact for the individual stakeholders along the project. That point of contact will be our Resident Engineer. This has proven to be very successful on past projects as the best way to keep everyone fully informed and a working partner on the improvement. Initial contact may come from the website, but once the representative from each property is known, our Resident Engineer will communicate all information regarding their portion of the project directly with them. We will communicate in detail what work will occur in front of their establishments, when to expect the work, and how long it will last. The schedule of the work is always a difficult item to nail down with contractors, so we will enforce that they provide realistic time frames for driveway access. Working with residents and individual business representatives to determine the best access and schedule for construction has been proven on our past projects to be the best method to make certain that their concerns are met and their operations run as smoothly as they can.

COORDINATION

Our project team excels as liaisons between our clients and the multiple stakeholders of a project. We will coordinate all project issues with the involved parties and relate them back to the County for your information or approval. We understand that close communication with the County, residents, businesses, and IDOT is of the utmost importance. Our goal will be to preempt any calls to the County regarding the projects, since we would have already been in contact with that utility, property owner, business, developer, etc. We will update the County on the status of any issues and forward recommendations when needed. Our status updates will include any major project issues and their effect on the progress schedule.

Civiltech will hold progress meetings every week or as often as needed, depending on the amount of project activity. All concern parties will be invited. The contractors will be required to provide and discuss a two week look-ahead schedule. The first portion of the meeting will be devoted to the coordination of project work and schedule between all of the concerned participants, the contractor, County Departments, local Police and Fire Departments, and especially the County Division of Transportation. This is an invaluable tool to keep all informed, preempt initial calls to the County, and keep on track towards a successful completion of the projects. When concerns of the individual

parties have been satisfied, they may leave, and we will continue with more in depth project monitoring with the contractor regarding pay items, contract changes, staging, status of submittals, overall schedule, etc. We will work with the contractor to resolve all issues and keep the project moving forward. The actual progress of the project will be closely tracked as it compares with the overall project schedule. If a contractor falls behind, we will investigate and recommend possibilities to get back on schedule. Meeting minutes will be prepared, distributed to the appropriate parties, and filed in the project records. Civiltech's experience with bringing projects to a successful completion through our detailed construction inspection and administration services, as well as thorough coordination, has been proven on many of our past projects.

We have established relationships and coordination experience with IDOT, Algonquin, and many other agencies whose input will be needed to successfully complete this project. Our inspection abilities with regard to pavement reconstruction, undercuts for a stable base, under ground work, utility coordination, and many other roadway items have been proven over the years on multiple similar projects. Our true strength and experience shows best when we are solving unknown problems which arise on all projects.

CONSTRUCTION ENGINEERING SERVICES

Civiltech's team will accomplish the goal of providing the excellent Construction Engineering Services for which we are known by using our typical project approach, which has brought us success on our past projects. Our project approach will be to divide the work into three phases:

- Pre-construction
- Construction
- Completion and Final

Pre-construction

Plan Review

Civiltech will again perform a detailed constructability review of the plans and special provisions to determine if there are any potential conflicts that could be addressed and resolved before construction, and those changes will then be incorporated into the final engineering documents. Plan quantities and the viability of the Maintenance of Traffic plans are areas we thoroughly investigate to ensure a workable project.

Stakeholder Coordination

We will initiate and continue coordination with all stakeholders in the project including businesses, developers and their contractors, utilities, other agencies, and property owners. Pre-project field meetings will be held with any of the above mentioned entities necessary to resolve potential issues and keep them fully informed. All concerned parties would be encouraged to attend the Pre-construction Meeting which we could chair if needed.

Contractors and Contacts

A list of names, addresses, and telephone numbers (especially 24 hour emergency contact numbers) will be compiled and maintained for all contractors, subcontractors, material suppliers, and any others pertinent to the project. We will make recommendations to the County regarding the suitability of the proposed subcontractors.

Traffic Staging Review

The staging and maintenance of traffic drawings will be reviewed as they relate to field conditions. We will forward our comments to the contractor highlighting concerns that may limit traffic moving safely while the contractor has enough room to work.

Field Review

We will thoroughly investigate the field conditions of the project exposing conflicts so that the proposed improvements can be constructed without them. The geometric control points will be set at this time as well. The erosion and sediment control plan will be reviewed to make certain that the proposed measures will be effective in the field, and we will confirm that the Notice of Intent has been completed and submitted to the Illinois Environmental Protection Agency.

Initial Documentation

Field books, quantity book, diary, and all other forms of proper project documentation will be set up per IDOT Documentation Standards. Existing conditions photos will be taken. Important submittals will be requested from the contractor, and they will be required to show those submittals on their proposed schedule.

Progress Schedule Review

We will review the contractor's proposed schedule for constructability, to verify that all controlling as well as major items, are shown within the context of the staging, and whether it is reasonable as compared to our experience with production rates.

Construction

On Site Inspection

Civiltech will perform all on site inspection of the contractors' work and operations enforcing compliance with the plans and specifications. Any variations found will either be corrected or a sound solution will be formulated and forwarded to the County for approval.

Individual Item Inspection

Our project team has a vast amount of experience in P.C.C. jointed and bituminous pavement. We will conduct a pre-pour meeting to establish the best practices with the contractor reviewing the proper equipment needed, size of crew, rate of placement, and all other requirements including correct curing. Among all the requirements, we will focus on proper equipment especially the paving train and the vibration system used to achieve proper consolidation. The underground sewer and electrical work will be closely coordinated with the contractor and utilities, our abilities in this type of work will be evident as unknown conflicts that arise are quickly resolved. We are well versed in the installation of traffic signals, both permanent and temporary. Our abilities are enhanced by the powerful backup team of designers who are available should questions arise.

Layout Verification

Our resident engineer or surveyor will verify the contractors' layout staking and their interpretation of the grades. Before any material is placed, a final review will be made checking that the proposed lines and grades have been met, make sense, and all transitions are smooth.

Material Testing and Quality Assurance

It is understood that the contractor will be performing Quality Control for the materials incorporated into this project. We will provide Quality Assurance for material inspection at HMA and PCC plants with our subconsultant **Midland Standard Engineering & Testing, Inc.** Reports will be completed daily. Our IDOT Level II trained resident engineer and assistant or our subconsultant will perform the on-site QA material testing. We have the knowledge and capability to respond quickly to any material problems that may arise. We will keep in constant communication so recommendations for changes if needed can be submitted and approved without delaying the project. Landscaping items will be coordinated with the County's representative. As always, any items lacking proper inspection from the contractor will be measured, but not paid. We will deliver updated holdback reports to the contractor so they know what is deficient and can re-familiarize themselves with what we have already instructed them is required for payment.

Project Documentation

Civiltech will document all project activities daily in the diary, field books, and inspectors' daily reports with the Illinois Construction Records System (ICORS) since IDOT has trained and approved us to use it. Weekly reports of the project's progress will be forwarded to McHenry County and the contractor. These weekly reports will be one of the tools used to review the progress of the work with the contractor and what should be done to stay on schedule. Measurements of work completed will be documented daily, posted to the quantity book, and when possible, agreed to with the contractor.

Contract Changes

No substantial changes in contract work or quantities will be done without the prior approval of McHenry County. We will investigate the reason for any change and forward our recommendations to the County for approval. As the County's representative and as part of our construction engineering services, our resident engineer will make decisions and interpretations regarding the improvement that do not substantially increase the cost or negatively affect its overall quality. We will keep the County informed of these decisions and, as mentioned above, seek their opinion on items that will impact the overall projects. Actual authorizations for change orders will include all necessary items and detailed reasons. We will maintain a record of the dollar total for all changes and provide direction toward keeping the costs within the budget.

Pay Estimates

Pay estimates will be compiled regularly as a reasonable amount of work is completed, typically on a monthly basis. Only items that have been measured and thoroughly checked in the quantity book and IDR's will be placed on the estimates. The contractor will have an opportunity to review them as well before processing, but as stated before, no item will be paid without the proper material inspection.

Erosion Control Inspection

Correct installation for all erosion and sediment control measures per the approved plan will be verified. The measures will be inspected weekly or after rain events. Incidents of Non-compliance will be documented and forwarded to the contractor for immediate repair and the IEPA. We will be adamant about the protection of wetlands and other sensitive areas and maintain close contacts with representatives for the US Army Corps of Engineers and the Soil and Water Conservation District.

Submittal Review

Important submittals will be required from the contractor early on in the project and repeatedly requested if they are not received in a timely fashion. We will review them, return them to the contractor for any revisions, and forward them to the County with our recommendations for approval. A status file of submittals will be maintained for tracking purposes, and we will verify that what is shown in the approved submittal is incorporated into the project. Any contractor requests for information or changes will also be reviewed and recommendations given to County.

Traffic Control Inspection

Civiltech will review the traffic control for correct installation. We will look for and enforce not only compliance with the traffic control standards, but keep an eye towards how it appears to the everyday motorists. It should be clear where to safely travel. The traffic control will be inspected at least twice a day and in actuality whenever we travel through the project. Night inspections for verifying equipment reflectivity, steady-burn light outages, striping, and after hours traffic safety will be performed regularly. We will keep McHenry County and the contractor informed of the traffic control status daily, document any deficiencies, and forward them onto the contractor for immediate action. Should the contractor fail to correct the deficiencies in a timely manner, they will be charged damages per the contract. We will closely monitor staging switches, and remind the contractor to post the “New Lanes Open, Stop Here” signs to protect the public from old travel habits. After careful consideration of the progress schedule and remaining work, we will recommend to the County and the contractor the most logical time to shut down for the winter. It should be clear where to travel through a project that is safely winterized. Vertical panels should replace barricades, pavement drop offs must be protected or eliminated, access to businesses and residences must be stabilized, and other equipment must be placed to not only protect travelers but also allow for snow removal operations.

Stakeholder Coordination / Progress Meetings

We specialize in coordination between multiple entities, and we will conduct progress meetings during construction to help achieve the common goal of a successful project. More details of how we accomplish this task are described in the Project Coordination Section.

Completion and Final

Final Phase

Civiltech will monitor the project throughout the winter shut down and forward to the contractor for correction safety concerns that may arise such as traffic control. We will ready our forces and continue coordination much like it was described in the pre-construction portion of this proposal.

Contractor’s Punch-list

We will enlist items from all those involved with the project. Then, after our detailed inspection and McHenry County’s full input, we will produce a final punch-list for the contractor to finish before the project will be considered complete. Constant communication and follow up with the contractor will be performed to ensure that all items and stakeholders are satisfied with the completed work. Only when all punch-list items are completed will we make recommendations to the County concerning final acceptance.

Final Inspection

The final inspection for the project will be held when all items of the punch-list have been completed. We will conduct the final inspection with all interested parties present, most importantly the County’s representatives. Separate final inspections will be held when required by other agencies such as IDOT regarding the traffic signal turn on or lighting. The project’s Notice of Termination will be completed and forwarded to the IEPA.

Final Documentation

All pay items will be final measured, calculated, and checked. They will be marked and posted as final on the IDR's and in the quantity book. Full backups for all ICORS documentation will be delivered. We will provide all backup documentation as well as the necessary cross referencing so the final quantities are clear and can be easily verified.

Record Drawings

The contractor's record drawings will be reviewed for accuracy and all dimensions shown will be verified. We will also provide a detailed set of "As Built" drawings for the County's permanent records. All changes will be noted and the drawings will be reproducible.

Material Certification

We will work closely with the contractor to resolve all the material deficiencies that may still be present on the holdback reports. Any material inspection required for quality assurance will be reviewed for accuracy and completeness. We are committed to resolving all material deficiencies. However, if after we do all we possibly can to help, and the contractor still cannot provide what is needed, those deficient items will not be paid.

Final Pay Estimate

Only after all final measurements have been verified and material inspection assured will we create the final pay estimate and forward it to the County for approval.

Project Records

Civiltech will compile all the project records in an orderly fashion. They will be labeled, arranged, and a table of contents provided for easy review. The completed set of records will be promptly submitted to McHenry County.

MIDLAND STANDARD ENGINEERING & TESTING, INC.

558 Plate Drive Unit 6
East Dundee, Illinois 60118
(847) 844-1895 f(847) 844-3875

April 13, 2011

Mr. James D. Ewers, P.E.
Civiltech Engineering, Inc.
450 E. Devon Avenue
Suite 300
Itasca, Illinois 60143

Re: **Quality Assurance** Inspection and Testing Services
Route 31 @ Klasen Road #96-00209-01-PV
McHenry County, Illinois

Dear Mr. Ewers:

We have prepared this unit rate and cost estimate proposal to provide Quality Assurance services for your project in McHenry County, Illinois. In this proposal we have included rates for personnel, equipment and materials to conduct field inspection for HMA pavements and portland cement concrete, field inspection of embankment fill, subgrade soils and backfill, laboratory testing and documentation required.

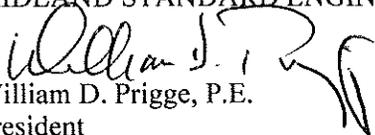
We propose to provide the necessary inspections and testing using experienced, certified personnel and recognized test procedures developed by IDOT, ASTM, AASHTO, ACI, etc. Our services would be provided at the request of your designated representative on a unit rate basis in accordance with the Schedules of Services and Fees-Attachment 1, included in this proposal package. The final cost of these services will be based upon the total amount of work performed.

It is our understanding that this work is anticipated for the 2012 construction season. We are staffed and equipped to aid you in the successful completion of your projects and are available to discuss any aspect of our proposal at your convenience.

Based on the project information submitted we have prepared cost estimates for the anticipated work. The estimate submitted assumes PREVAILING WAGE work. The final cost of these services will be based upon the total amount of work performed.

We are staffed and equipped to aid you in the successful completion of your projects and are available to discuss any aspect of our proposal at your convenience.

Sincerely,
MIDLAND STANDARD ENGINEERING & TESTING, INC.


William D. Prigge, P.E.
President

WDP/mlj

Attachment 1: Schedule of Services and Fees

Attachment 1.1: Cost Estimate

SCHEDULE OF SERVICES AND FEES-ATTACHMENT 1
QUALITY ASSURANCE
CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES

FOR

FAU Route 117 (IL Route 31) @ Klasen Road
Section #96-00209-01-PV
McHenry County, Illinois

PREPARED BY
MIDLAND STANDARD ENGINEERING & TESTING, INC.
EAST DUNDEE, ILLINOIS

MIDLAND STANDARD ENGINEERING & TESTING, INC.

BASIS OF RATES

SCHEDULE OF SERVICES AND FEES-ATTACHMENT 1

We propose to provide the necessary Engineering Consultation and Quality Control inspections and testing, using experienced personnel, in accordance with the project specifications and recognized test procedures developed by, IDOT, ASTM, ACI, AASHTO, etc. We can also provide engineering analysis, problem solving and consultation services as requested.

Our services would be provided at the request of your designated representative on a unit rate basis in accordance with the Schedules of Services and Fees.

Engineering Technicians or Field Engineers would be assigned to provide the field services as requested by your Designated Representatives. Engineering liaison, review and supervision will be provided by a Project Engineer.

In addition to the field and laboratory technical staff, we are able to provide full engineering backup services. Our engineering staff will be available to provide consultation and recommendations which may be required when job site problems are experienced.

Our billing philosophy is simple and direct. We account and invoice for all time expended on a project by our personnel for inspections, preparing and reviewing reports, attending meetings, resolving problems or providing services productive to the project.

Our field people are quoted on a time basis, which includes being fully equipped and expendable supplies.

ATTACHMENT 1 (CONT'D)

FEE SCHEDULE GENERAL INSPECTION AND TESTING

CONSTRUCTION TESTING AND INSPECTION SERVICES

A. Engineering Technician-Level I/ACI Technician
(MATERIAL TESTER 1)

We will provide the services of an Engineering Technician for a fee of..... \$ 96.00
per hour. A four (4) hour minimum/ day is applicable

B. Engineering Technician Level II PCC Technician
(MATERIAL TESTER 2)

We will provide the services of Level II Engineering Technician for a fee of..... \$ 101.00
per hour. A four (4) hour minimum/ day is applicable

C. Engineering Technician- Level I BIT Technician
(MATERIAL TESTER 1)

We will provide the services of an Engineering Technician for a fee of..... \$ 96.00
per hour. A four (4) hour minimum/ day is applicable

D. Engineering Technician- Level II BIT Technician
(MATERIAL TESTER 2)

We will provide the services of a Level II Engineering Technician for a fee of..... \$ 101.00
per hour. A four (4) hour minimum/ day is applicable

E. Engineering Technician- Soils and Backfill
(MATERIAL TESTER 2)

We will provide the services of a Soils Engineering Technician for a fee of..... \$ 101.00
per hour. A four (4) hour minimum/ day is applicable

ATTACHMENT 1 (CONT'D)

F. Engineering Services –All Projects

Engineering Services for inspection, test evaluation, contract administration, laboratory and field supervision, resolution of special problems, preparation of reports, job-site and other job related meetings and consultation will be furnished in accordance with the following schedule of hourly rates:

| | |
|---------------------------------------------------|-----------|
| PW Administrator..... | \$ 75.00 |
| Field Engineer..... | \$ 95.00 |
| Steel Inspector (Level II)..... | \$ 90.00 |
| Staff Engineer..... | \$ 90.00 |
| Project Engineer | \$ 95.00 |
| Project Manager or Materials Consultant, P.E..... | \$ 110.00 |
| Geotechnical Engineer, P.E..... | \$ 125.00 |
| Principal Engineer, P.E..... | \$ 145.00 |

G. Laboratory Services

Our fully equipped laboratory can provide a full range of tests, rates for tests not specifically quoted available on request.

| | |
|----------------------------------------------------------------------------------------------------------------------------------|---------------|
| 1. Compressive Strength tests of concrete cylinders, including expendable supplies (molds), curing at MSET, (Pick-up additional) | \$ 17.00 ea. |
| 2. Flexural Strength tests of concrete beams, including reusable molds, curing at MSET and disposal, (Pick up additional) | \$ 50.00 ea. |
| 3. Aggregate Gradation | |
| Dry Sieve Analysis..... | \$ 60.00 ea. |
| Washed Sieve Analysis..... | \$ 70.00 ea. |
| Hydrometer & Sieve Analysis..... | \$ 90.00 ea. |
| 4. Atterberg Limits ASTM D4318..... | \$ 80.00 ea. |
| 5. Theoretical Maximum Density ASTM D 2041 | \$ 155.00 ea. |
| 6. Asphalt Content by Reflux Extraction | \$ 100.00 ea. |
| 7. Asphalt Content by Reflux Extraction with Gradation | \$ 165.00 ea. |
| 8. Asphalt Content by Ignition Oven | \$ 100.00 ea. |
| 9. Asphalt Content by Ignition Oven with Gradation | \$ 165.00 ea. |
| 10. Bulk Specific Gravity of Gyratory Specimen | |
| a. (set of two) and air voids..... | \$ 315.00 ea. |
| 11. Laboratory Compaction Characteristics Using Standard Effort ASTM D 698..... | \$ 155.00 ea. |
| 12. Laboratory Compaction Characteristics Using Modified Effort ASTM D 1557..... | \$ 175.00 ea. |

H. Miscellaneous Services

Concrete cylinder pick-up trips will be invoiced when cylinders are picked up as a special trip and not returned to laboratory by MSET personnel commuting to jobsite\$ 75.00 each

NOTES TO FEE SCHEDULE

1. a. Personnel rates quoted are based on rates quoted above are based on first shift work days, Monday through Friday, and up to 8 hours, per man, per day. Shift differentials are applied to straight time rates as follows:
 - First Shift - 6am-2pm, Rates x 1.0
 - Second Shift - 2pm-10pm, Rates x 1.10
 - Third Shift - 10pm-6am, Rates x 1.25Shift rate differentials are determined by the starting time of the inspection shift.
- b. Overtime rates are applicable to all work per man, over 8 hours per day, on Saturdays, Sundays and holidays. Overtime rates are 1.40 times the applicable straight time rate, (after applying the shift differential). An eight (8) hour minimum daily charge applies for second shift, third shift, weekend and holiday work.
- c. An overtime multiplier of 1.5 times the listed rates may be applied for laboratory testing such as concrete strength testing conducted outside of normal business hours, if required on a job to job basis.
2. Personnel rates are billed portal to portal from our East Dundee facilities. For full time assignments we will attempt to assign personnel to report directly to the job site.
3. Invoices will be submitted once a month for services rendered during the prior month.
4. Rates quoted above include 4 copies of reports distributed and mailed in accordance with your instructions. Additional copies will be billed at a rate of \$0.25 per sheet.
5. The presence of our personnel on site will be for the express purpose of observing the work and performing specific tests to document compliance of the work with the applicable specifications. We will not be responsible for job site safety, that duty being properly an obligation of the Contractor, who should be so informed. We will comply fully with the Contractor's safety program.
6. Services and fees not specifically listed above will be quoted upon request.
7. Unit Rates quoted above are applicable until 3/1/13 and are based on our staffing conditions, current as of the date of this proposal.

FAU Route 117 (IL Route 31) at Klasen Road
McHenry County, IL

| Estimate of Testing & Inspection Costs | | | | | ATTACHMENT 1.1 | | | | | | | | | | | LAB COST EXTENSION | WORK ITEM TOTAL | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------------------|------------------------|--------------------------|----------------|--------------------|-----------------------------|----------------|--------------------------|----------------------|-------------|------------------|------------------|------------------------|-----------------|--------------------|-----------------|-------------|-------------|
| WORK DESCRIPTION | TEST QTY | INSPECTION PERSONNEL REQUIREMENTS | | | COST EXTENSION | LABORATORY TESTING | | | | | | | | | | | | | |
| | | PCC TESTER 1 (mandays) | HMA TESTER 1 (mandays) | MAT'L TESTER 2 (mandays) | | Cylinders | Asphalt Content & Gradation | Gyratory Voids | Maximum Specific Gravity | Organic Content & pH | Wash Sieve | HMA Core Density | Standard Proctor | Hydrometer & Atterberg | Cylinder Pickup | | | | |
| Estimate of Testing & Inspection Costs | | | | | | | | | | | | | | | | | | | |
| EARTHWORK | | | | | | | | | | | | | | | | | | | |
| Earth Excavation/Fill | 53,968 cu yd | | | 12.0 | \$9,696.00 | | | | | | | | 3 | 3 | | | \$975.00 | \$10,671.00 | |
| Furnished Excavation | 19,019 cu yd | | | | | | | | | | | | | | | | | | |
| PGE, Subgrade | 3,055 cu yd | | | | | | | | | | | | | | | | | | |
| Trench Backfill, Special | 5,390 cu yd | | | 2.0 | \$1,616.00 | | | | | | | | | | | | | \$1,616.00 | |
| Aggregate Subgrade, 12" | 69,051 sq yd | | | 4.0 | \$3,232.00 | | | | | | | | | | | | | \$3,232.00 | |
| Subbase Granular, Type B | 71,936 sq yd | | | 6.0 | \$4,848.00 | | | | | | | | | | | | | \$4,848.00 | |
| Topssoil | 7,506 cu yd | | | | | | | | | | | | | | | | | | |
| CONCRETE | | | | | | | | | | | | | | | | | | | |
| 397 Driveways (8") | 1,788 sq yd | 2.5 | | | \$1,920.00 | 20 | | | | | | | | | | | | \$225.00 | |
| 37 HE Pavement, 10" | 131 sq yd | 0.5 | | | \$384.00 | 4 | | | | | | | | | | | | \$250.00 | |
| 13382 PCC Pavement, 10" Jointed | 48,175 sq yd | 14.0 | | | \$10,752.00 | 56 | | | | | | | | | | | | \$715.00 | |
| 1200 Curb and Gutter, B-6.24 | 21,613 lf | 6.0 | | | \$4,608.00 | 24 | | | | | | | | | | | | \$143.00 | |
| 10 Curb and Gutter, B-6.12 | 271 lf | 0.5 | | | \$384.00 | 4 | | | | | | | | | | | | \$143.00 | |
| 20 PCC Sidewalk (5") | 1,318 sq ft | 0.5 | | | \$384.00 | 4 | | | | | | | | | | | | \$527.00 | |
| 571 Median, 4" | 46,289 sq ft | 1.0 | | | \$768.00 | 8 | | | | | | | | | | | | \$2,002.00 | |
| 196 Median, B-6.12 | 10,621 sq ft | 1.0 | | | \$768.00 | 4 | | | | | | | | | | | | \$143.00 | |
| 104 Median B-6.24 | 5,667 sq ft | 1.0 | | | \$768.00 | 4 | | | | | | | | | | | | \$143.00 | |
| Handholes | 32 ea | 1.0 | | | \$768.00 | 4 | | | | | | | | | | | | \$143.00 | |
| Foundations | 134 ft | 1.0 | | | \$768.00 | 4 | | | | | | | | | | | | \$143.00 | |
| HMA PAVEMENT | | | | | | | | | | | | | | | | | | | |
| 735 HMA Patches, 10" | 1,326 sq yd | | 4.0 | | \$2,976.00 | | 1 | 1 | 1 | | | | 3 | | | | | \$759.00 | |
| 531 Driveways, 6" | 1,596 sq yd | | 1.0 | | \$744.00 | | 1 | 1 | 1 | | | | | | | | | \$645.00 | |
| 110 Driveways, 8" | 247 sq yd | | 0.5 | | \$372.00 | | | | | | | | | | | | | \$372.00 | |
| 306 HMA Shoulder, 6" | 927 sq yd | | 1.0 | | \$744.00 | | 1 | 1 | 1 | | | | 3 | | | | | \$759.00 | |
| 1064 HMA Pavement, FD, 6" | 3,195 sq yd | | 1.0 | | \$744.00 | | 2 | 2 | 2 | | | | 10 | | | | | \$1,670.00 | |
| 2596 HMA Pavement, FD, 9-1/2" | 4,923 sq yd | | 2.0 | | \$1,488.00 | | | | | | | | 10 | | | | | \$380.00 | |
| 1202 HMA Pavement, FD, 14" | 1,547 sq yd | | 1.0 | | \$744.00 | | 2 | 2 | 2 | | | | 10 | | | | | \$1,670.00 | |
| Surface Course-NS0 | 762 ton | | 1.0 | | \$744.00 | | 1 | 1 | 1 | | | | 5 | | | | | \$835.00 | |
| SUBTOTAL TECHNICIANS | | | | | \$50,220.00 | 136 | 8 | 8 | 8 | 1 | 1 | 41 | 4 | 4 | 33 | | | \$12,955.00 | \$63,175.00 |
| | | \$768.00 /dy | \$744.00 /dy | \$808.00 /dy | \$50,220.00 | \$17.00 /ea | \$165.00 /ea | \$315.00 /ea | \$165.00 /ea | \$80.00 /ea | \$70.00 /ea | \$38.00 /ea | \$155.00 /ea | \$170.00 /ea | \$75.00 /ea | | | | |
| | | \$22,272.00 | \$8,556.00 | \$19,392.00 | \$50,220.00 | \$2,312.00 | \$1,320.00 | \$2,520.00 | \$1,320.00 | \$80.00 | \$70.00 | \$1,558.00 | \$620.00 | \$680.00 | \$2,475.00 | | | \$12,955.00 | |
| ALLOWANCE FOR ADDITIONAL ITEMS | | | | | | | | | | | | | | | | | | | |
| PCC Tester 1 | 56 hr. | | | | \$7,526.40 | | | | | | | | | | | | | | |
| HMA Tester 1 | 30 hr. | | | | \$3,906.00 | | | | | | | | | | | | | | |
| Material Tester 2 | 10 hr. | | | | \$1,414.00 | | | | | | | | | | | | | | |
| PW Administration | 0 hr. | | | | \$0.00 | | | | | | | | | | | | | | |
| Field Engineer | 24 hr. | | | | \$2,280.00 | | | | | | | | | | | | | | |
| Project Engineer | 16 hr. | | | | \$1,760.00 | | | | | | | | | | | | | | |
| Principal Engineer | 4 hr. | | | | \$580.00 | | | | | | | | | | | | | | |
| subtotal of laboratory testing= \$12,955.00 subtotal of technician time= \$50,220.00 subtotal of additional allowances= \$17,466.40 GRAND TOTAL w/additional allowance= \$80,641.40 | | | | | | | | | | | | | | | | | | | |

RESOLUTION
APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE STATE OF ILLINOIS FOR THE CONSTRUCTION ENGINEERING AND
CONSTRUCTION OF THE ILLINOIS ROUTE 31 AT VIRGINIA ROAD AND KLASEN
ROAD PROJECT

WHEREAS, in order to obtain federal and state funding of local highway improvements, McHenry County is required, under Illinois Department of Transportation policies, to enter into an agreement for the funding of said local improvements; and

WHEREAS, McHenry County and the Illinois Department of Transportation have studied the Illinois Route 31 and Algonquin Road intersection extensively concluding the need to construct the Illinois Route 31 Western Algonquin Bypass which is part of the approved McHenry County Division of Transportation's FY 2011 to 2015 Highway Improvement Program; and

WHEREAS, part of the said improvements will include the improvement of the Illinois Route 31/Virginia Road/Klasen Road intersection; and

WHEREAS, the attached intergovernmental agreement between the State of Illinois and the County of McHenry defines the Local Agency participation where the County shall be reimbursed 100% for all costs for the improvement in accordance with said agreement attached hereto and hereby made a part hereof.

NOW THEREFORE BE IT RESOLVED, by the County Board of McHenry County, Illinois, that the attached intergovernmental agreement is hereby approved; and

BE IT FURTHER RESOLVED, that this project has been designated as Section 96-00209-01-PV; 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 two certified copies of this resolution to the Director of Transportation/County Engineer, one of which will be forwarded to the Illinois Department of Transportation through its regional engineer's office at Schaumburg, Illinois.

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



**Illinois Department
of Transportation**

**Local Agency Agreement
for Federal Participation**

| | | | | |
|--------------------------------|----------------|-------------|----------------|------------------|
| Local Agency McHenry County | State Contract | Day Labor | Local Contract | RR Force Account |
| Section 96-00209-01-PV | Fund Type | ITEP Number | | |

| Construction | | Engineering | | Right-of-Way | |
|--------------|-----------------|-------------|----------------|--------------|----------------|
| Job Number | Project Number | Job Number | Project Number | Job Number | Project Number |
| C-91-254-09 | M-HPP-4064(003) | | | | |

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Illinois Route 31 Route FAU 0117 Length 1.34 miles
 Termini Klasen Road to Virginia Road

Current Jurisdiction IDOT Existing Structure No _____

Project Description

Intersection realignment, reconstruction, widening, and add lanes.

Division of Cost

| Type of Work | FHWA | % | STATE | % | LA | % | Total |
|--------------------------------|---------------------|-----|---------------------|-----|-----------|-----|----------------------|
| Participating Construction | 7,880,000 | () | 1,970,000 | () | () | () | 9,850,000 |
| Non-Participating Construction | () | () | () | () | () | () | () |
| Preliminary Engineering | () | () | () | () | () | () | () |
| Construction Engineering | 872,000 | () | 218,000 | () | () | () | 1,090,000 |
| Right of Way | () | () | () | () | () | () | () |
| Railroads | () | () | () | () | () | () | () |
| Utilities | () | () | () | () | () | () | () |
| Materials | () | () | () | () | () | () | () |
| TOTAL | \$ 8,752,000 | | \$ 2,188,000 | | \$ | | \$ 10,940,000 |

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA**'s certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

APPROVED

State of Illinois
Department of Transportation

Name of Official (Print or Type Name)

Gary Hannig, Secretary of Transportation

Date

County Board Chairman

Title (County Board Chairperson/Mayor/Village President/etc.)

By:

(Delegate's Signature)

(Signature)

Date

(Delegate's Name - Printed)

The above signature certifies the agency's TIN number is
36-6006623 conducting business as a Governmental
Entity.

Christine M. Reed, Director of Highways/Chief Engineer

Date

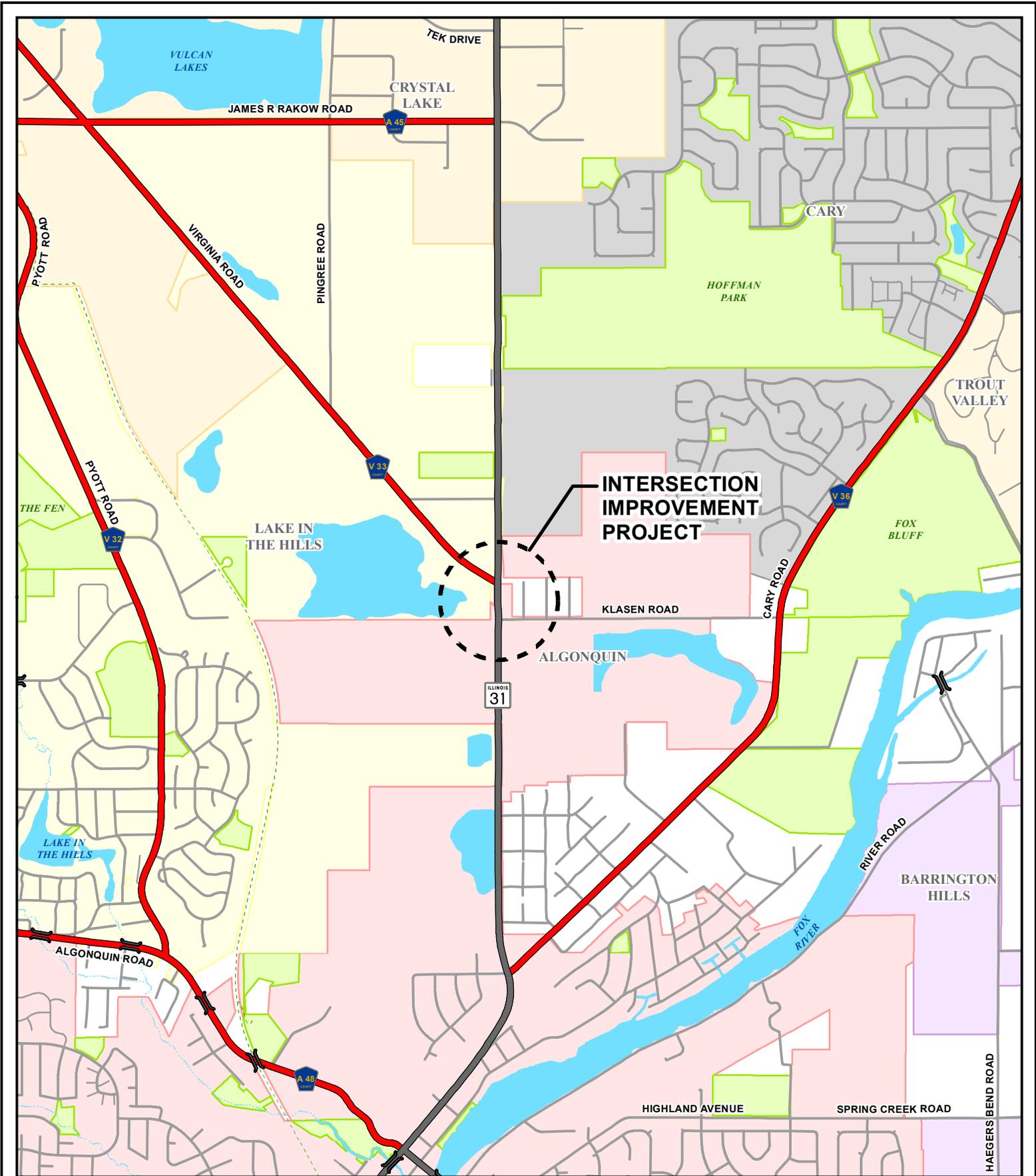
DUNS Number 03457868

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Matthew R. Hughes, Acting Director of Finance and Administration Date

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



DISCLAIMER
 Information on this map may contain inaccuracies or topographical errors. Information may be changed or updated without notice. Information on this map is provided "as-is" without warranty of any kind, either express or implied, including (without limitation) any implied warranties of merchantability or fitness for a particular purpose. In no event will McHenry County be liable to you or to any third party for any direct, indirect, incidental, consequential, special or exemplary damages or lost profits resulting from any use or misuse of this information. Information herein has been reproduced from original sources. Information produced on this map should not be used in place of a survey or legal documents.

DATE
 Thursday, October 27, 2011

FILE
 IL 31 at Virginia & Klaseen

PROJECTION
 Transverse Mercator
 NAD 1983 State Plane
 Illinois East

LEGEND

- County Route
- State/US Route
- Interstate Route
- Municipal/Township Route
- Rail Road
- Hydrography

0 500 1,000 2,000 Feet

SCALE
 1 inch = 2,000 feet

**IL 31 AT VIRGINIA
 AND KLASSEN
 INTERSECTION**

McHenry County
 Division of Transportation



RESOLUTION**AUTHORIZING THE DESIGNATION OF THE OFFICE OF THE STATE'S ATTORNEYS APPELLATE PROSECUTOR**

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

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

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

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

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor and the Illinois General Assembly have reviewed and approved a budget for Fiscal Year 2012, which funds will provide for the continued operation of the Office of the State's Attorneys Appellate Prosecutor.

NOW, THEREFORE, BE IT RESOLVED, that the McHenry County Board, in regular session, this 15th day of November, 2011 does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County; and

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

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

BE IT FURTHER RESOLVED, that the McHenry County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2012, commencing December 1, 2011 and ending November 30, 2012, by hereby appropriating the sum of \$30,000.00 to OCA 450030-4372 (State's Attorney-Appellate Prosecutor) as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2012; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the State's Attorney; the Human Resources Director; the Associate County Administrator-Finance; the County Auditor; the Treasurer; and the County Administrator.

DATED at Woodstock, Illinois this 15th day of November, A.D., 2012.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

RESOLUTION

AUTHORIZING THE ACCEPTANCE OF A BUREAU OF JUSTICE (BJA) DRUG COURT IMPLEMENTATION GRANT AND A BUDGET ADJUSTMENT TO THE FISCAL YEAR 2012 SPECIAL COURTS BUDGET

WHEREAS, the Illinois Compiled Statutes (730 ILCS 166/15) for the State of Illinois mandate that the Chief Judge of each Judicial Circuit must establish a drug court program; and

WHEREAS, upon petition of the County Board by the State's Attorney the implementation of the Drug Court was delayed for a period of two years and now must be implemented in Fiscal Year 2012; and

WHEREAS, the Trial Court Administrator and the Mental Health Court Coordinator, on behalf of the Twenty Second Judicial Circuit, applied for and were awarded a three year Bureau of Justice Drug Court Implementation Grant for a total amount of \$305,717.16; and

WHEREAS, acceptance of this grant now requires an adjustment to the Special Courts Fiscal Year 2012 budget to account for the revenue received and expenditures paid during the implementation process.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, in agreement with the Twenty Second Judicial Circuit of McHenry County, hereby authorizes the acceptance of the Bureau of Justice Drug Court Implementation Grant in the amount of \$305,717.16 to be expended over a three year period; and

BE IT FURTHER RESOLVED, that the following adjustments to the Special Courts Fiscal Year 2012 budget as shown on the attached schedule (attached hereto and made part of) are also hereby authorized and are to be presented as adjustments to the Fiscal Year 2012 budget prior to County Board passage on November 15, 2011; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the Chief Judge of the Twenty Second Judicial Circuit, the Trial Court Administrator, the Mental Health Court Coordinator, the Auditor, the Associate County Administrator – Finance, and the County Administrator.

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

Bureau of Justice Drug Court Implementation Grant
Fiscal Year 2012 Budget Adjustments Schedule

Revenue:

| | | |
|-----------------|-------------------------|---------------------|
| OCA 420203-9420 | State Government Grants | \$109,680.22 |
|-----------------|-------------------------|---------------------|

Expenditures:

| | | |
|-----------------|---------------------------------|---------------------|
| OCA 420203-3010 | Regular Salaries | \$39,059.00 |
| OCA 420203-3105 | FICA | \$2,773.16 |
| OCA 420203-3110 | IMRF | \$3,672.18 |
| OCA 420203-3146 | Health Insurance | \$6,032.88 |
| OCA 420203-4001 | Contractual Services | \$8,000.00 |
| OCA 420203-4096 | Telecommunications | \$5,770.00 |
| OCA 420203-4120 | Contractual Photocopying | \$500.00 |
| OCA 420203-5010 | Office Supplies | \$2,400.00 |
| OCA 420203-5020 | Office Equipment < \$5,000 | \$6,900.00 |
| OCA 420203-5050 | Meeting Expenses | \$5,450.00 |
| OCA 420203-5070 | Miscellaneous Supplies | \$2,415.00 |
| OCA 420203-5080 | Medical Supplies – Drug Screens | \$26,708.00 |
| | TOTAL | \$109,680.22 |

Memorandum

To: McHenry County Board Members
CC:
From: Dan Wallis, Trial Court Administrator
Date: 11/2/2011
Re: Bureau of Justice Assistance



Two years ago the McHenry County Drug Court Taskforce was formed to evaluate and study whether a drug court program would be beneficial. Early on, the Illinois General Assembly and Governor Quinn signed into law Public Act 96-776 which states in part;

“The Chief Judge of each judicial circuit must establish a drug court program including the format under which it operates under this Act.”

The implementation phase of the program was delayed by two years, pursuant to the act.

During this time the Twenty Second Circuit Drug Court Program was developed. Through the National Drug Court Institute, a planning initiative grant was awarded, which allowed members of the taskforce to attend national training sessions.

In order to assist with the implementation and the funding of the drug court program, a Bureau of Justice Assistance implementation grant was sought and awarded in the amount of \$305,717. These funds are dedicated to the drug court program and will be used to pay salaries which would have otherwise been paid by McHenry County, drug testing supplies, technology and educational material.

The grant is payable over the next 3 years which results in an annual grant income of \$101,905.

Thank you for your continued support.

Respectfully,



James D. Wallis
Trial Court Administrator
22nd Judicial Circuit
McHenry County, Illinois

R E S O L U T I O N

**AUTHORIZING BUDGET LINE ITEM TRANSFERS IN THE LAW LIBRARY
FISCAL YEAR 2011 BUDGET**

WHEREAS, on October 20, 2009 the County Board of McHenry County, Illinois approved Ordinance #O-200910-42-060 increasing the Law Library Fee to \$18.00 per civil case filing from the previous rate of \$13.00 per filing established back in February, 2005; and

WHEREAS, the new fee has allowed for the Law Library Fund to handle all of its expenses including personnel, while continuing to rebuild its fund balance reserve; and

WHEREAS, the Court Administrator agreed at the beginning of this fiscal year to pay the Westlaw subscription for the Judges of the 22nd Judicial Circuit, the McHenry County State Attorney's Office, and the McHenry County Public Defender's Office from the Law Library Fund; and

WHEREAS, the Court Administrator also agreed to pay for legal publications from the Law Library Fee and has provided updated legal publications to the County Administration, the McHenry County State Attorney's Office, and the McHenry County Public Defender's Office; and

WHEREAS, at the time of these decisions, the fiscal year 2011 budget had already been approved, and no additional budget was provided to cover the increase in costs which have been previously paid from general fund dollars.

WHEREAS, the Court Administrator and County Administration are now requesting that budget line item transfers be approved in the fiscal year 2011 budget to cover the costs of subscriptions and a miscalculation of IMRF.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that a budget line item transfer of \$52,000 from OCA 420001-6810 (Law Library Fund – Fund Balance Enhancement) to OCA 420001-5210 (Law Library Fund – Publications) for \$50,000 and to OCA 420001-3110 (Law Library Fund – IMRF) for \$2,000 are hereby authorized; and

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

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

Memorandum

To: McHenry County Board Members
CC:
From: Dan Wallis, Trial Court Administrator
Date: 11/2/2011
Re: Law Library Transfer from Fund Balance to Publications



Over the past 2 years, McHenry County Law Library has been able to cut costs through automation and online publications. As such the fund balance enhancement for the law library has grown.

Upon agreement with Chief Judge Michael Sullivan and the Court Administrator, Court Administration agreed to pay for Westlaw access in full for the McHenry County State Attorney's Office and the McHenry County Public Defender's Office, in addition to paying for public access in the law library. No additional funding was provided to Court Administration. It was then decided with the assistance of an opinion from the McHenry County State Attorney's Office that the Law Library Fund could pay for Westlaw.

In addition, updated legal publications were provided to The McHenry County State Atty.'s Office, McHenry County Public Defender's Office and County Administration.

By this agreement, there was less of a burden on general fund dollars to pay for access to Westlaw and legal publications.

No additional budget was provided the Law Library. As a result, the line item for publications has been depleted and therefore it is necessary to transfer \$50,000 from the fund balance enhancement line item to publications.

Thank you for your continued support.

Respectfully,



James D. Wallis
Trial Court Administrator
22nd Judicial Circuit
McHenry County, Illinois

ORDINANCE NO. _____

**ORDINANCE SETTING JUROR PAY AND
MILEAGE REIMBURSEMENT RATE**

WHEREAS, Illinois State Statute 55 ILC S5/4-11 001 provides that the County Board may fix jury fees and mileage to grand, petit and coroner jurors for their service and attending courts; and

WHEREAS, costs associated with jury trials has steadily increased over the past four years; and

WHEREAS, Ordinance 0-9711-42-107 has not been adjusted since November of 1997; and

WHEREAS, the Twenty Second Judicial Circuit of McHenry County is committed to efficiency in juror management while managing costs.

NOW, THEREFORE BE IT ORDAINED, by this County Board of McHenry County, Illinois that the per diem to be paid to qualified citizens of McHenry County chosen to serve as petit jurors shall be paid \$5 for each day of service; and

BE IT FURTHER ORDAINED, that if a qualified juror is selected to serve on a jury, said juror shall be paid \$12.50 for each subsequent day, after the first day of service, until the completion of the trial; and

BE IT FURTHER ORDAINED, that the per diem amount for grand jurors and coroner jurors shall be \$12.50 for each day of service; and

BE IT FURTHER ORDAINED, that all jurors will be compensated for round-trip mileage at the rate specifically set as the minimum pursuant to 55 ILCS 5/4-11001; and

BE IT FUTHER ORDAINED, that said payment schedule shall take effect immediately upon passage by the McHenry County Board and will supersede any and all prior ordinances regarding Juror Pay and Mileage Reimbursement; and

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

DATED at Woodstock, Illinois, this 20th day of December, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

Memorandum

To: McHenry County Board Members
CC:
From: Dan Wallis, Trial Court Administrator
Date: 11/2/2011
Re: Juror Pay Ordinance



Every Monday, Tuesday and Wednesday, of each week, jury trials are scheduled to begin. On average, the Jury Commission summonses 160 jurors on Monday who will serve a term of service for one week.

Over the last 3 years the amount paid in per diem rates and mileage has steadily increased to more than \$280,000 a year. The 22nd Judicial Circuit of McHenry County is committed to the efficient use of jurors and has recently taken steps to lessen the number of jurors summoned and decreased the days that jury trials are scheduled to start. Thus reducing the amount per diem paid as well as the mileage reimbursement.

In addition, the Juror Pay Ordinance 0-9711-2-107, passed by the McHenry Board, has not been updated since November of 1997.

It is projected that the changes included in the Resolution to Amend the Juror Pay Ordinance in conjunction with the changes in juror management, will reduce annual costs by \$75,000.00.

Thank you for your continued support.

Respectfully,



James D. Wallis
Trial Court Administrator
22nd Judicial Circuit
McHenry County, Illinois

RESOLUTION

AUTHORIZING A BUDGET LINE ITEM TRANSFER IN THE EMERGENCY MANAGEMENT AGENCY'S FY 2011 BUDGET

WHEREAS, on June 21, 2011 the County Board of McHenry County, Illinois, approved Resolution R-201106-34-175 accepting the Illinois Emergency Services Management Association EOC Grant and authorizing an emergency appropriation to the McHenry County Emergency Management Agency (EMA) fiscal year 2011 budget in the amount of \$37,665; and

WHEREAS, said Grant utilizes funds from the Department of Homeland Security (DHS) Fiscal Year 2010 Appropriation as identified and allocated by the Illinois Terrorism Task Force and approved by the Illinois Emergency Services Management Association (IESMA) Executive Board; and

WHEREAS, the grant objective is to provide technology equipment for the McHenry County EMA's Emergency Operations Center (EOC), to implement, and improve communications information and data during times of emergencies and disasters; and

WHEREAS, the Illinois Emergency Services Management Association made available to McHenry County EMA an amount not to exceed \$37,665 for the period from the April 16, 2011 of this Agreement to March 31, 2012.

WHEREAS, the Director of McHenry County's EMA Department is now requesting to re-allocate the grant funds within the fiscal year 2011 budget as first presented on Resolution R-201106-34-175 to allow for the proper posting of the grant expenditures.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that the following budget line item transfer is hereby authorized in the McHenry County Emergency Management Agency's fiscal year 2011 budget as follows for the purpose of posting the expenditures of said grant properly:

| | |
|----------------------------------------------|----------|
| TO: | |
| OCA 341101-5125 (EMA – Computer Software) | \$3,997 |
| OCA 341101-5115 (EMA – Computer Components) | \$12,668 |
| FROM: | |
| OCA 341101-6050 (EMA – Computer Tech/Equip.) | \$16,665 |

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

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

COVER MEMORANDUM

TO: Nick Provenzano, Chairman Law and Justice Committee
Scott Breeden, Chairman Finance & Audit Committee

FROM: David Christensen, Director, Emergency Management Agency

DATE: November 7, 2011
November 8, 2011

SUBJECT: Line Item Transfer to the Resolution for the Illinois Emergency Services Management Association EOC Technology Grant

Board Committee Action Requested:

Approval of the Illinois Emergency Services Management Association EOC Technology Grant with McHenry County EMA.

Background:

This Grant is to utilize funds from the Department of Homeland Security (DHS) Fiscal Year 2010 Appropriation as identified and allocated by the Illinois Terrorism Task Force and approved by the IESMA Executive Board. The grant will reimburse for the purchase of technology equipment for the Emergency Operations Room of the McHenry County EOC in the EMA Department.

Discussion:

This grant reimburses the County for funds expended by the County for the above mentioned items. This grant is a one-time only grant and does not require matching funds.

Impact on Human Resources, Capital Expenditures, or Physical Space:

There will be no impact on the number of personnel in our department, or the space utilized by our department.

Impact on Budget Revenue, Expenses, Fringe Benefits:

Acceptance of this grant agreement will provide the department with revenue of no more than \$ 37,665.00 dollars, for reimbursement of necessary expenses.

Attachments:

Grant Agreement
Resolution



FY2010 Emergency Operations Center Technology

GRANT AGREEMENT

PART I - Notice of Grant Award to McHenry County ESDA

This Grant Agreement is made and entered by and between the **Illinois Law Enforcement Alarm System** (Grantor), 1701 East Main Street, Urbana, Illinois 61802, and **McHenry County ESDA** (Grantee), 2200 N. Seminary, Woodstock, Illinois 60098.

This Grant is to utilize funds from the Department of Homeland Security (DHS), Fiscal Year 2010 Homeland Security Grant Program, State Homeland Security Program (SHSP), local, CFDA #97.067, and the Illinois Emergency Management Agency (IEMA), grant 10ILEASEOC.

Grantor is making available to Grantee the amount not exceeding **\$37,665.00** for the period from **the date of final execution of this Agreement through March 31, 2012**. Grantee hereby agrees to use the funds provided under the agreement for the purposes set forth in this notice and agrees to comply with all terms and conditions of this notice. This period of award may be amended if there is a delay in the release of these funds from the Federal Government or the State of Illinois.

It is agreed between the parties that the agreement, as written, is the full and complete agreement between the parties and that there are no oral agreements or understanding between the parties other than what has been reduced to writing herein.

PART II - Term

The term of this Grant Agreement shall be from **the date of final execution of this Agreement through March 31, 2012**.

PART III - Scope

Through this Agreement, Grantee will execute a project to expand primary emergency operation center capabilities. This project and its relevance to Illinois' FFY 2010 State Homeland Security Program Investment Justifications are outlined in the grant application submitted by Grantee.

The budget and budget amendments submitted by Grantee to ILEAS and approved by ILEAS and the ITTF outline the costs required to complete the project. Grantor will only reimburse those expenditures that are specifically listed in the budget and budget amendments and approved by ILEAS and the ITTF.

PART IV - Compensation Amount

The total compensation and reimbursement payable by the Grantor to the Grantee shall not

exceed the sum of \$37,665.00.

PART V - Terms and Conditions

STANDARD ASSURANCES: Grantee assures that it will comply with all applicable federal statutes, regulations, executive orders, and other federal requirements in carrying out the project funded by this grant.

FISCAL FUNDING: Grantor's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois fails to make an appropriation sufficient to pay such obligation or either the Illinois Emergency Management Agency or Federal Emergency Management Agency fails to provide the funds. Grantor shall give Grantee notice of such termination for funding as soon as practicable after Grantor becomes aware of the failure of funding.

EQUIPMENT: Grantor reserves the right to reclaim or otherwise invoke the Illinois Grant Funds Recovery Act on any and all equipment purchased by Grantee with grant funds if said equipment has fallen into neglect or misuse according to the standards and policies of Grantor. Additionally, Grantee may not substitute, exchange or sell any equipment purchased with grant funds unless Grantee has the express written consent of Grantor.

METHOD OF COMPENSATION: Grantee will submit to Grantor a vendor invoice or computer generated report with description of costs, including statement of payment for personnel costs and affirmation or evidence of delivery and property identification numbers for property subject to Grantor policies and procedures, in order to receive compensation through this agreement. The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. Grantee agrees to maintain appropriate records of actual costs incurred and to submit expenditure information to Grantor. No costs eligible under this Grant Agreement shall be incurred after **March 31, 2012**. Grantee also agrees that funds received under this award will be used to supplement, but not supplant, state or local funds for the same purposes.

ACCOUNTING REQUIREMENTS: Grantee shall maintain effective control and accountability over all funds, equipment, property, and other assets under this agreement as required by Grantor. Grantee shall keep records sufficient to permit the tracing of funds to ensure that expenditures are made in accordance with this agreement.

REPORTS: Grantee agrees to provide to Grantor project information to support the completion of Federal and State reporting requirements.

AUDITS AND INSPECTIONS: Grantee will, as often as deemed necessary by Grantor, permit Grantor, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of Grantee involving transactions related to this grant agreement for three years from the date of submission of the final invoice or until related audit findings have been resolved, whichever is later.

MODIFICATION AND AMENDMENT OF THE GRANT: This grant agreement is subject to

revision as follows:

- A. Modifications may be required because of changes in State or Federal laws, regulations, or Federal grant guidance as determined by Grantor. Any such required modification shall be incorporated into and will be part of this Agreement. Grantor shall notify Grantee of any pending implementation of or proposed amendment to such regulations before a modification is made to the Agreement.
- B. Modifications may be made upon written agreement of both Grantor and Grantee.

TERMINATION FOR CONVENIENCE: This agreement may be terminated in whole or in part by Grantor for its convenience, provided that, prior to termination, Grantee is given: 1) not less than ten (10) calendar days written notice by certified mail, return receipt requested, of Grantor's intent to terminate, and 2) an opportunity for consultation with Grantor prior to termination. In the event of partial or complete termination of this agreement pursuant to this paragraph, an equitable adjustment of costs shall be paid to Grantee for expenses incurred under this agreement prior to termination.

TERMINATION FOR BREACH OR OTHER CAUSE: Grantor may terminate this agreement without penalty to Grantor or further payment required in the event of:

- A. Any breach of this agreement which, if it is susceptible of being cured, is not cured within 15 calendar days after receipt of Grantor's notice of breach to Grantee.
- B. Material misrepresentation or falsification of any information provided by Grantee in the course of any dealing between the parties or between Grantee and any State Agency.

Grantee's failure to comply with any one of the terms of this Grant Agreement shall be cause for Grantor to seek recovery of all or part of the grant proceeds.

RETENTION OF PROPERTY RECORDS: Grantee agrees to maintain records for equipment, non-expendable personal property, and real property. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

NON-DISCRIMINATION: In carrying out the program, Grantee will comply with all applicable Federal Statutes relating to nondiscrimination.

SEVERABILITY CLAUSE: If any provision under the Grant Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of the Grant Agreement which can be given effect without the invalid provision or application.

DEBARMENT: The Grantee shall comply with Debarment provisions as contained in 49 Code of Federal Regulations, Part 29, including Appendices A and B as amended.

WAIVERS: No waiver of any condition of this Agreement may be effective unless in writing from the Executive Director of Grantor.

LIABILITY: Grantor assumes no liability for actions of the Grantee under this agreement, including, but not limited to, the negligent acts and omissions of Grantee's agents, employees, and subcontractors in their performance of Grantee's duties as described under this agreement. In addition, Grantor makes no representations, or warranties, expressed or implied, as to fitness for use, condition of, or suitability of said equipment purchased pursuant to this agreement, except as those representations are made by the manufacturer of said equipment. As to nature and condition of said equipment, in the use of said equipment, Grantee agrees to hold Grantor harmless for any defects or misapplications. To the extent allowed by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the agreement by Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor.

ENVIRONMENTAL AND HISTORIC PRESERVATION (EHP) COMPLIANCE: The Grantee shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of DHS FEMA GPD, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. The Grantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Grantee must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Grantee will immediately cease construction in that area and notify DHS FEMA GPD and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in the non-compliance finding and will not be eligible for DHS FEMA GPD funding.

PART VI -- Certification

The Grantee will comply with all applicable requirements of all other State and Federal laws, executive orders, regulations governing this program, and policies and procedures promulgated by the Grantor prior to or during the performance period of this agreement.

Grantee certifies that it has fully implemented all current National Incident Management System compliance activities in accordance with Homeland Security Presidential Directive 5 (HSPD-5), *Management of Domestic Incidents* and related compliance documentation provided by the Secretary of Homeland Security and State of Illinois. The Grantee further certifies that all required compliance documentation is on file with the appropriate Federal and State entity as required by the State of Illinois throughout the performance period of this agreement.

Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any official, agent, or employee of the Grantee committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee.

Grantee hereby certifies that it has not been barred from bidding on, or receiving State or local government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal

Code of 1961 (720 ILCS 5/33E-3 and 33E-4).

Grantee certifies that it will comply with all applicable State and Federal laws and regulations.

Grantee certifies that to the extent applicable, grantee will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted sub agreements.

Grantee certifies that it will return to the Grantor all State or Federal grant funds that are not expended or received from the Grantor in error. The Grantor may recapture those funds in accordance with State and Federal laws and regulations. The Grantee further certifies that its failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

Grantee certifies that it will establish safeguards to prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Under penalties of perjury, Grantee certifies that _____ is its correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. I am doing business as a governmental agency.

Grantee certifies that it will comply with the Drug Free Workplace Act (30 ILCS 580).

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives.

Illinois Law Enforcement Alarm System
(Grantor)

McHenry County ESDA
(Grantee)

By: _____
James R. Page, Executive Director

By: _____
Name and Title

DATE: _____

DATE: _____

RESOLUTION**AUTHORIZING THE PURCHASE OF TELEVISION/SATELLITE EQUIPMENT AND A BUDGET LINE ITEM TRANSFER IN THE VALLEY HI NURSING HOME FY 2011 BUDGET**

WHEREAS, when the new Valley Hi Nursing Home Facility opened its doors in January, 2007, it had been decided that basic "Direct TV" programming would be utilized to ensure that television reception/programs would be available to the residents; and

WHEREAS, recently the Valley Hi Nursing Home Resident Council has requested of the Valley Hi Administrator to research options for expanding the current television service to allow for additional programming; and

WHEREAS, after researching the subject matter, a review was discussed by the Resident Council and it was decided to go with NationSat, a company commonly used in Nursing Homes and Hospitals to offer ala carte programming options to meet resident/patient needs; and

WHEREAS, NationSat works with Direct TV, the current provider for Valley Hi television service and can meet the requested need as long as Valley Hi purchases the additional equipment at a cost not to exceed \$28,000 to provide two customizable channels for facility notification and movie programming; and

WHEREAS, with this change in television service, Valley Hi has the ability to improve resident quality of life, continue to listen to resident requests and take action, and be able to market to a younger Medicare eligible short-term rehab clientele who typically have more complex rehab needs which are reimbursed at a higher rate, who demand a more expanded television service.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that the Valley Hi Nursing Home Administrator is hereby authorized to purchase from NationSat the necessary equipment to expand the television service for the residents of Valley Hi Nursing Home at a cost not to exceed \$28,000; and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois that a budget line item transfer from OCA 610060-4245 (VH – Therapist Services) to OCA 610090-6040 (VH – Machinery & Equipment) in the amount of \$28,000 is also hereby authorized for the purpose of purchasing the necessary equipment to improve the television service for the residents at Valley Hi; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the Valley Hi Nursing Home Administrator; the Director of Purchasing; the County Auditor; the Associate County Administrator- Finance; and the County Administrator.

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

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ
McHenry County Clerk

COVER MEMORANDUM

TO: Valley Hi Operating Board
FROM: Thomas Annarella, Administrator Valley Hi
DATE: 11-1-2011
SUBJECT: Upgrade to the Direct TV system at Valley Hi

Board/Committee Action Requested:

To upgrade the Direct TV system for resident use for Valley Hi.

Background:

Valley Hi currently has a Direct TV system that has basic programming with 17 channels. The Resident Council has been asking for an expansion in the programming for some time. Valley Hi has researched possibilities for expanding the programming options and all options include the expansion of the rack system and addition of receivers. By selecting NationSat as our provider, Valley Hi will be able to add channels that have been selected by the residents and expand the channel options to 50 channels as well as allow for two channels controlled by Valley Hi. One channel will be dedicated to an informational channel which via computer we can upload photos of recent events, upload the activity schedule, as well as the daily menu. The channel will also allow for Valley Hi to post any other notice to residents and families that will be viewable on all the TV's throughout the building and in the lobby. The second channel will be a movie channel that will allow Valley Hi to broadcast movies throughout the building.

Discussion:

Valley Hi residents would like to see an expansion of the television programming offered in the facility. The expansion would allow for an improvement in resident's daily lives and also make the short-term rehab more marketable to the younger, more complex therapy cases which are a higher reimbursement from Medicare who demand television options beyond what Valley Hi currently offers.

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

Valley Hi would incur a one-time cost not to exceed \$28,000 applied to the contingency fund.

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:

Request presumed to comply with all applicable policies and ordinances.

Attachments/Appendices:

NONE

cc: County Administrator

R E S O L U T I O N**AUTHORIZING NUNC PRO TUNC A JOINT AGREEMENT WITH THE U.S. DEPARTMENT OF THE INTERIOR/U.S. GEOLOGICAL SURVEY FOR WATER RESOURCES INVESTIGATIONS AND AN EMERGENCY APPROPRIATION TO THE FISCAL YEAR 2011 GROUND WATER RESOURCE DIVISION BUDGET**

WHEREAS, on January 16, 2007 the County Board of McHenry County, Illinois approved Resolution R-200701-12-004 authorizing the adoption of a federal legislative program that included seeking federal assistance for the development of a comprehensive and multi-year Ground Water/Storm Water Strategic Protection Plan; and

WHEREAS, after several discussions at the Natural & Environmental Resource Committee, the Water Resources Manager was given the direction to enter into a Joint Funding Agreement with the U.S Department of the Interior/U.S. Geological Survey on November 8, 2010 for the maintenance of near real-time presentation of water levels, and the collection of selected water-quality parameters for 41 wells and stream flow at two (2) streamgages at Franklinville Creek at Franklinville and the Kishwaukee River near Marengo on the USGS National Water Information System and a county-specific web site, herein called the program; and

WHEREAS, the Joint Agreement covers the period of October 1, 2010 to September 30, 2013, with the U.S. Department of the interior contributing \$129,350 towards the project and the County of McHenry contributing \$141,110 for said project; and

WHEREAS, the U.S. Department of Interior is now requesting the funds for their contribution of work completed during fiscal year 2011, which has brought to the attention of the Water Resource Manager, the Planning & Development Director and the County Administrator that the agreement was never brought forward to the County Board, and therefore no budget was established to allow for the contribution; and

WHEREAS, it is the recommendation of the County Staff that this agreement be approved Nunc Pro Tunc and that an emergency appropriation be requested in the fiscal year 2011 budget to allow for the agreed upon contribution by the County.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that the Joint Funding Agreement for Water Resources Investigations with the U.S. Department of the Interior/U.S. Geological Survey for the period of October 1, 2010 to September 30, 2013 is hereby authorized Nunc Pro Tunc; and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois that an emergency appropriation of \$106,110 is also hereby authorized in the fiscal year 2011 budget to OCA 100030-6001 (Water Resources – Groundwater Resources Project) and is to be offset by a revenue budget line item entry to OCA 100030-9990 (Water Resources – General Fund Utilization of Fund Balance) for the purposes of funding the County's remaining share of the Joint Agreement over the period of October 1, 2010 to September 30, 2013; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby requested to distribute a certified copy of this Resolution to the Water Resources Manager; the Director of Planning & Development; the County Auditor; the Associate County Administrator-Finance; and the County Administrator.

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

COVER MEMORANDUM FOR BOARD ACTION

TO: Scott Breeden, Chairman, Finance and Audit Committee

FROM: Cassandra McKinney, Water Resources Manager, Planning and Development

CC: Dennis Sandquist, Kenneth Koehler, Peter Austin, Ralph Sarbaugh, Mary McCann

DATE: November 3, 2011

**SUBJECT: Resolution for the Joint Funding Agreement with the U.S. Department of the Interior/
U.S. Geological Survey.**

Board Committee Action Requested:

Approval of the Resolution authorizing the Joint Funding Agreement with the U.S. Department of the Interior/ U.S. Geological Survey.

Background:

Since the early 1990's, McHenry County has recognized the link between sound groundwater management and sustainable economic growth. In 1997 the County completed a geologic study of the County and in 2006 the County completed the Groundwater Resources Management Plan highlighting impending water shortages. In 2007, the County hired a Water Resources Manager. In 2008, the County received \$595,000 of Federal Cost Share with the United States Army Corps of Engineers to install a county-wide observation well network equipped with real-time data loggers which record the hourly changes in groundwater levels. In 2010, the County received an additional \$280,000 in Federal funding from the United States Department of the Interior/United States Geological Survey. This funding was utilized to install real-time telemetry on the County's existing observation well network (41 wells), to install two stream gauges, and to collect baseline water quality data from these observation wells. This joint funding agreement fulfills the County's obligation under the agreement with the U.S. Department of the Interior/ U.S. Geological Survey.

This project has facilitated the real-time sharing of groundwater levels with planners across the county. Over time, it will allow for timely management decisions to be made regarding dropping water levels in our aquifers as well as decisions regarding rising water levels in our surface waters leading to flooding or recreational hazards. This project is also essential to refining our knowledge of base flood elevations for the County's stormwater management team. This joint funding agreement provides the funding necessary for the maintenance of the real-time telemetry equipment, observation wells, and the stream gauges. The funding also maintains a publicly accessible website hosting all the real-time data. Finally, the funding provides for field verification of data by USGS staff as well as data corrections by a professional Hydrologist.

Discussion:

This joint funding agreement fulfills the County's obligation under the agreement with the U.S. Department of the Interior/ U.S. Geological Survey. This project has not been budgeted for.

Impact on Human Resources, Capital Expenditures, or Physical Space:

This project has a positive impact on human resources as reduces the amount of staff time to collect data from the 41 observation wells and then post-process it in the office. There will be no impact on the number of personnel in our department, the space utilized by our department. This project requires an additional capital expenditure above the previously budgeted dollars for water resources scientific research.

Impact on Budget Revenue, Expenses, Fringe Benefits:

This joint funding agreement fulfills the County's obligation under the agreement with the U.S. Department of the Interior/ U.S. Geological Survey. The total project cost is \$141,110 of which \$35,000 is available in the department budget. The attached emergency appropriation is to provide the remainder of the required funding.

Attachments:

Resolution
Joint Funding Agreement

7960

Form 9-1366
(Oct. 2005)U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Page 1 of 2
 Customer #: 6000001700
 Agreement #: 11E4ILNE0000017
 Project #: GC11NE00E6M0000
 TIN #: 36-6006623
 Fixed Cost Agreement Yes No

FOR
Water Resources Investigations

THIS AGREEMENT is entered into as of the 1st day of October, 2010, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the McHenry County Government, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the maintenance of near real-time presentation of water levels, and the collection of selected water-quality parameters for 41 wells and streamflow at 2 streamgages at Franklinville Creek at Franklinville and Kishwaukee River near Marengo on the USGS National Water Information System and a county-specific web site, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00.

(a) \$129,350 by the party of the first part during the period
October 1, 2010 to September 30, 2013

(b) \$141,110 by the party of the second part during the period
October 1, 2010 to September 30, 2013

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

Form 9-1366
continued

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Customer #: 6000001700
Agreement #: 11E4ILNE00 00017
Project #: GCIINE00 E6M0000
TIN #: 36-6006623

- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey
United States
Department of the Interior

McHenry County Government

USGS Point of Contact

Customer Point of Contact

Name: William Morrow
Address: 1201 W University Ave Ste 100
Urbana IL 61801-2347
Telephone: 217.328.9725
Email: wsmorrow@usgs.gov

Name: Cassandra McKinney
Address: 2200 N Seminary Ave
Woodstock IL 60098
Telephone: 815.334.4213
Email: c1mckinney@co.mchenry.il.us

Signatures

Signatures

By Douglas J. Veski Date 10/1/2010
Name: Douglas J. Veski
Title: Director, USGS Illinois Water Science Center

By [Signature] Date 10/8/2010
Name:
Title:

By _____ Date _____
Name:
Title:



United States Department of the Interior

U. S. GEOLOGICAL SURVEY
Illinois Water Science Center
1201 West University Avenue, Suite 100
Urbana, IL 61801-2347
(217) 328-8747
Fax: (217) 328-9770
<http://il.water.usgs.gov>

November 3, 2010

Ms. Cassandra McKinney
Water Resources Manager
McHenry County
McHenry County Government Center
2200 North Seminary Avenue
Woodstock, Illinois 60098-2637

Dear Cassandra:

Enclosed is the Joint Funding Agreement for the maintenance of near real-time presentation of water levels, and the collection of selected water-quality parameters for 41 wells and streamflow at 2 streamgages, and a county-specific web site for three years. If you have any questions, please feel free to contact me at (217) 328-9706 or via email at djyeskis@usgs.gov

We look forward to our continued relationship on this project!

Sincerely,

Douglas J. Yeskis
Director, USGS Illinois Water Science Center

Enclosure



United States Department of the Interior

U. S. GEOLOGICAL SURVEY
Illinois Water Science Center
1201 West University Avenue, Suite 100
Urbana, IL 61801-2347
(217) 328-8747
Fax: (217) 328-9770
<http://il.water.usgs.gov>

October 1, 2010

Mr. Kenneth Koehler
County Board Chairman
McHenry County
2200 North Seminary Avenue
Woodstock, Illinois 60098

Dear Mr. Koehler:

Enclosed are two originals of the Joint Funding Agreement (JFA) for the period October 1, 2010 through September 30, 2013. The agreement covers the maintenance of near real-time presentation of water levels, and the collection of selected water-quality parameters for 41 wells and streamflow at 2 streamgages at Franklinville Creek at Franklinville and Kishwaukee River near Marengo on the USGS National Water Information System and a county-specific web site. The table below reflects the program and costs per Federal Fiscal Year (October through September). The agreement provides for an expenditure of \$129,350 to be provided by the U.S. Geological Survey and an expenditure of \$141,110 to be provided by McHenry County.

| McHenry County - USGS Funds for FY 2011-2013 | | | | | | | | |
|----------------------------------------------|----------|----------|----------|----------|----------|----------|-----------|-----------|
| | 2011 | | 2012 | | 2013 | | Totals | |
| | McHenry | USGS | McHenry | USGS | McHenry | USGS | McHenry | USGS |
| Groundwater | \$15,810 | \$14,300 | \$16,700 | \$15,100 | \$33,100 | \$24,450 | | |
| Surface Water | \$13,500 | \$13,500 | \$13,500 | \$13,500 | \$13,500 | \$13,500 | | |
| Water Quality | \$35,000 | \$35,000 | \$0 | \$0 | \$0 | \$0 | | |
| TOTALS | \$64,310 | \$62,800 | \$30,200 | \$28,600 | \$46,600 | \$37,950 | \$141,110 | \$129,350 |

If you concur, please sign and date the JFAs and return one to this office as soon as possible. We appreciate your interest in the cooperative program. Should you have any questions, please contact William Morrow at (217) 328-9725.

Sincerely,

Douglas J. Yeskis
Director, USGS Illinois Water Science Center

Enclosure